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university partners.*



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June 14, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST APPROVAL OF AN AGREEMENT FOR MEDICAL AND
RADIOLOGY REPORTS TRANSCRIPTION SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an Agreement with Medquist Transcriptions Ltd. for the provision of Medical and Radiology Reports Transcription Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code section 2.121.420 that medical and radiology reports transcription services for the Department of Health Services (DHS) as described herein can be performed more economically by an independent contractor.
2. Instruct the Mayor to execute an Agreement with Medquist Transcriptions Ltd. (Medquist) to provide medical and radiology report transcription services, effective July 1, 2011 through June 30, 2014 with an estimated three year cost of \$9,122,466 with provision for two one-year options to extend through June 30, 2016, with an estimated annual cost of \$3,040,822.
3. Instruct the Mayor to sign Prop A Amendment No. 12 to Medical Transcription Services Agreement No. 72144 with Aegis RapidText, Inc. (PSRT), effective upon Board approval, to extend the Agreement term for the period July 1, 2011 through September 30, 2011 on a month to month basis, and thereafter, on month to month basis, if needed through December 31, 2011 for continued services at Rancho Los Amigos National

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#26 JUNE 14, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Rehabilitation Center (RLANRC) under the same rates, at an estimated cost of \$72,250 for three months.

4. Delegate authority to the Director of Health Services, or his designee, to execute Amendment No. 13 to Overflow Medical Transcription Service Agreement No. H-209835 with PSRT, effective upon Board approval, to extend the Agreement term for the period July 1, 2011 through September 30, 2011 on a month to month basis, and thereafter on a month to month basis, if needed, through December 31, 2011 for continued services at LAC+USC Medical Center (LAC+USC MC) under the same rates, at an estimated cost of \$131,250 for three months.
5. Delegate authority to the Director of Health Services (Director), or his designee, to execute amendments to the new services Agreement, as necessary to extend the term of the Agreement for up to two additional one-year periods through June 30, 2016, add and delete facilities and services areas, and add and/or change certain non-substantive terms and conditions, subject to review and approval by County Counsel and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Proposition A (Prop A) be cost-effective and operationally feasible. DHS and the Auditor-Controller (Auditor) have made that determination and Attachment A provides the cost analysis.

Approval of the second recommendation will authorize the Chair to execute an Agreement (Exhibit I) with Medquist, for the period July 1, 2011 through June 30, 2014, with provision for two one-year options to extend through June 30, 2016. The current agreements for medical and radiology transcription services expire on June 30, 2011.

Medical and radiology reports transcription services are required at each County facility to complete patient medical records. Currently, Medquist provides off-site and online medical and radiology transcription services to all County hospitals except for LAC+USC MC medical records and RLANRC medical records and radiology. Medical and radiology transcription services include but are not limited to: patients history, physical and operative reports; discharge, transfer and death summaries; consultations; progress and treatment notes; and radiology studies for all modalities.

Medical and radiology reports transcription services have been contracted to private industry for a number of facilities with services dating back to at least 1990. The need for transcription services increased over time. Additionally, the process and delivery of the transcribed reports has changed significantly over time due to the increased use of modern computer and telecommunication technology. The recommended Agreement will allow DHS to avail itself of the current state of the industry and consolidate vast economies of scale to achieve the best possible price for the recommended services.

Approval of the third and fourth recommendations will allow the Department to continue with uninterrupted service while LAC+USC MC and RLANRC transition over to the new contractor Medquist. LAC+USC MC and RLANRC currently receive Medical Transcription services from a different contractor for several years. Transitioning from the current contractor and system to a new contractor with new computer interfaces is unpredictable. Although DHS's goal is a July 1, 2011 "go live" date, when dealing with technological interfaces and new technology, the Department needs to have back up time to make sure the transition is smooth and without issues. These services are critical to facility operations and must continue uninterrupted with no inordinate disruptions.

Approval of the fifth recommendation will authorize the Director, or his designee, to extend the term of the Agreement for up to two additional one-year periods through June 30, 2016. In compliance with Los Angeles County Code section 2.121.300, the Agreement contains an express delegation of this authority to the Director. Approval of this recommendation will also allow the Director, or his designee, to add and delete facilities and services areas, and add/or change certain non-substantive terms and conditions during the term and any extensions. Due to the enterprise wide implementation of best available technology, the Department and Medquist require flexibility to modify the scope of work to appropriately and satisfactorily implement all services and technology so that the County may experience the full benefit of its economies of scale and negotiated terms.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated three-year cost for the Agreement is \$9,122,466. If DHS exercises the provision for two one-year extension period, the estimated annual cost is \$3,040,822. Funding is included in the Fiscal Year (FY) 2011-12 Recommended Budget and will be requested in future fiscal years.

Upon the recommended extension of the current agreements for RLANRC and LAC+USC MC, the total estimated annual cost for Medquist will be reduced by a total of \$206,250.

The negotiated rate in the new agreement will result in an immediate cost savings of 26 percent over the prior negotiated rates of the six separate agreements currently used by DHS.

A cost analysis was prepared in accordance with Auditor guidelines and methodologies. DHS and the Auditor have determined that the contract is cost effective. Please see Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For the past 20 years, DHS has contracted with private industry for medical and radiology reports transcription services. Over the years, different agreements were executed to satisfy specific needs of one or more facilities and program offices. Although cost effective and efficient, having multiple vendors provide the same service to all of the facilities under different agreements diminishes the overall strength of the County's purchasing power.

DHS and Medquist have negotiated a comprehensive one-solution Agreement to cover all County facilities and various program offices. DHS negotiated coverage for current users and anticipated users. However, technology and regulatory requirements may change the current requirements and service needs during the term of the Agreement. As such, DHS and Medquist negotiated to mutually amend the Agreement to accommodate for those changes.

The Agreement may be terminated by the contractor or County upon 120-calendar day advance written notice to either party.

The County and the contractor have agreed to mutual indemnification. DHS weighed the potential for increased savings versus the potential risk to DHS and the County and determined that the benefits of this Agreement far outweigh any potential liability to the County. CEO Risk Management reviewed these provisions and informed DHS that the changes to the indemnification language in this situation were at the discretion of DHS as a reasonable business decision.

County Counsel has reviewed and approved Exhibit I, as to use and form. It contains your Board's required contract provisions and includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language. The CEO Risk Manager has approved the insurance and indemnification provisions of the Agreement.

CONTRACTING PROCESS

County Code section 2.121.350 allows a contract to be made by noncompetitive negotiation if a Department determines that competition is not feasible. DHS determined that due to the specialized nature of the requested services, it was not feasible to conduct a competitive solicitation process. Therefore, DHS used an alternative method to identify potential firms to engage in a non competitive negotiation.

DHS issued a Request for Statement of Information (RFSI) in August 2009 in an effort to identify qualified firms that could provide all of the transcription services and allow the

Department to take advantage of the most current technology used for transcription. Eleven responses were received. The DHS team of subject matter experts conducted a thorough evaluation of the RFSI responses and identified three finalists. A DHS team of Information Technology professionals conducted a thorough technical evaluation of the three viable respondents including live tests to validate each respondent's connectivity ability, which indicated that each respondent is technically capable of meeting DHS' needs. As a result, the Department negotiated concurrently with the three respondents and determined that the recommended responder Medquist Transcriptions Ltd. best fits the County's needs for efficiency and technology advancement. Through this process, DHS determined that significant economies of scale exist and that current technology is much further advanced. DHS negotiated a technological refresh of its current systems and processes and will realize substantial cost savings immediately and over time as technology is updated and implemented at each participating DHS facility.


As previously mentioned, the Department will realize a 26 percent savings over its current costs just by simply consolidating its purchasing power. With the addition of previously unavailable and cost prohibitive technology, DHS will gradually realize increased cost savings as voice recognition software and the required hardware are installed at each DHS participating facility. Voice recognition software will allow physicians the opportunity to view reports as they are dictated and self edit their reports at a lower cost to the County with increased efficiency and cost effectiveness.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will allow the Department to receive vital transcription services at each of its participating facilities.

Respectfully submitted,



 Mitchell H. Katz, M.D.
Director

MHK:smh

Enclosures (2)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Department of Health Services
Proposition A - Medical and Radiology Transcription Services
Cost Analysis Summary
July 1, 2011 - June 30, 2014

CONTRACT GROUP				
Facilities: Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center (CHC), High Desert Multi-Service Ambulatory Care Center (MACC), LAC+USC Medical Center, El Monte CHC, H. Claude Hudson CHC, Edward R. Roybal CHC, Martin Luther King, Jr. MACC, Hubert H. Humphrey CHC, Olive View-UCLA Medical Center and Rancho Los Amigos National Rehabilitation Center.				
Total	Minimum Estimated Avoidable Costs	Total Contract Price	Estimated Savings From Contracting	Percentage Savings*
	\$6,576,081	\$3,040,822	\$3,535,259	53.76%

*Cost savings based on Contractor's proposed staffing, at any individual facility/CHC will be no less than this number.

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MEDQUIST

FOR

**MEDICAL AND RADIOLOGY
REPORTS TRANSCRIPTION SERVICES**

77540

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- O TRAVEL REIMBURSEMENT LETTER

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MEDQUIST
FOR
MEDICAL TRANSCRIPTION SERVICES**

This Agreement and Exhibits made and entered into this 1ST day of July, 2011 by and between the County of Los Angeles, hereinafter referred to as County and MedQuist Transcription, Ltd., hereinafter referred to as Contractor. MedQuist Transcription, Ltd is located at 9009 Carothers Parkway, Suite C-2, Franklin, TN 37067.

RECITALS

WHEREAS, the County may contract with private businesses for Medical Transcription Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Medical Transcription Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Medical Transcription Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or

between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

EXHIBIT A -	Statement of Work
EXHIBIT B	Performance Requirements Summary
EXHIBIT B-1 -	Pricing Sheet - Specific Work Requirements – Routine Services
EXHIBIT C -	Project Implementation
EXHIBIT D -	Contractor's EEO Certification
EXHIBIT E -	County's Administration
EXHIBIT F -	Contractor's Administration
EXHIBIT G -	Intentionally Omitted
EXHIBIT H -	Jury Service Ordinance
EXHIBIT I -	Safely Surrendered Baby Law
EXHIBIT J-	HIPAA (HITECH)

Unique Exhibits:

Prop A - Living Wage Program

EXHIBIT K -	Monthly Certification for Applicable Health Benefit Payments
EXHIBIT L -	Living Wage Ordinance
EXHIBIT M -	Payroll Statement of Compliance
EXHIBIT N -	Contractor's End User License Agreement
EXHIBIT O -	Travel Reimbursement Letter

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 **Contractor's Employees:** All individuals or agents designated by the Contractor to perform services under this Agreement.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 **DHS:** Department of Health Services
- 2.7 **Director:** Director of Health Services or his/her authorized designee.
- 2.8 **Facility: County Facilities/Hospitals.**
- 2.9 **Facility Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the Facility's Project Manager.
- 2.10 **Facility Project Manager:** Person designated by Facility's Project Director to manage the operations under this Agreement.
- 2.11 **Facility Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to two (2) additional one-year period extensions, for a maximum total Agreement term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors and subject to the approval and mutual agreement by both parties.
- 4.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1, Price Sheets/Fee Schedule, attached hereto, on billing forms approved by the county
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or

obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibits B Price Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibits B-1 Price Sheet.

- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. Payment is due within thirty (30) days of receipt of invoice and shall be by check, ACH debit or wire transfer only.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit K - Monthly Certification for Applicable Health Benefit Payments

Exhibit M - Payroll Statement of Compliance

- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the Facility's Project Manager referenced in Exhibit E.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. If approval for payment is delayed for a period exceeding sixty (60) days after County's receipt of the invoice and County has not provided Contractor with written notice detailing any good faith dispute with the invoice, payment for the invoice shall be deemed approved with regards to all non-disputed charges.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of

all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Project Director

Responsibilities of the Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Facility's Project Manager

The responsibilities of the Facility's Project Manager include:

- overseeing the day-to-day administration of this Agreement;
- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Facility's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and the duties described in Exhibit A, Statement of Work.

7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification/Uniforms

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.
- 7.4.4 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform shall consist of a shirt and/or tee shirt with the company name on

it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

7.5 Background and Security Investigations

- 7.5.1 All Contractor staff performing work under this Agreement may undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, and written directives, guidelines, policies and procedures relating to confidentiality, including, without

limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6 as reasonably determined by County. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as reasonably determined by County. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Intentionally Omitted**
- 7.6.5 County shall maintain the confidentiality of all records and information relating to the activities or business of Contractor, and all patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, and written County directives, guidelines, policies and procedures relating to confidentiality.

7.6.6 County shall indemnify, defend, and hold harmless Contractor, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6. Any legal defense pursuant to County's indemnification obligations under this sub-paragraph 7.6 shall be conducted by County and performed by counsel selected by County and approved by Contractor. Notwithstanding the preceding sentence, Contractor shall have the right to participate in any such defense at its sole cost and expense, except that in the event County fails to provide Contractor with a full and adequate defense Contractor shall be entitled to retain its own counsel, and reimbursement from County for all such costs and expenses incurred by Contractor in doing so. County shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of Contractor without Contractor's prior written approval.

7.7 Intentionally Omitted

7.8 Intentionally Omitted

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director or his/her designee for such change to be effective.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer.

To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee for such Amendment to be effective.

- 8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee for such Amendment to be effective.
- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation as necessary.
- 8.1.5 Notwithstanding anything to the contrary herein, the Statement of Work may be amended in writing to add/delete services, facilities/County work sites and shall be signed by the Director, or his designee, and the Contractor Project Manager subject to County's prior consultation with County Counsel and the Chief Executive Office (CEO), and provided that any such amendment may not be inconsistent with this Agreement or require County expenditures beyond available funds.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County

to any non-approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assignment or delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any

subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or to its knowledge any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.6.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7 Copies of all written responses shall be sent to the Facility's Project Manager within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related

to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County in its reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense as determined by County in its reasonable judgment. County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7.3 Facilities Rules and Regulations

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such

notice a written statement of the facts supporting any such alleged violation or action.

8.7.4 During the Term of this Agreement, County shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures.

8.7.5 County shall indemnify, defend, and hold harmless Contractor, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to County's indemnification obligations under this sub-paragraph 8.7 shall be conducted by County and performed by counsel selected by County and approved by Contractor. Notwithstanding the preceding sentence, Contractor shall have the right to participate in any such defense at its sole cost and expense, except that in the event County fails to provide Contractor with a full and adequate defense Contractor shall be entitled to retain its own counsel, and reimbursement from County for all such costs and expenses incurred by Contractor in doing so. County shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Contractor without Contractor's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex,

sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement

or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall, upon reasonable advance notice, allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County. Contractor may require execution of a non-disclosure agreement in connection therewith; provided, however, that any such non-disclosure agreement shall include a customary exception to allow for disclosure if required by applicable law.

8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury

Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The

Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, first consideration shall mean that the Contractor will interview qualified candidates.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect

for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

- 8.15.1 Contractor hereby warrants that neither it nor any of its staff members providing services under this Agreement are restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's providing services under this Agreement mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members providing services under this Agreement barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 8.15.2 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall

implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement

8.19 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place

performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.20 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.20.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.20.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20.3 County reserves the unilateral right to make any repairs caused by Contractor, its employees or agents which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

8.21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended.

The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.21.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.22 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees which is not in compliance with all applicable provisions of the Federal Fair Labor Standards Act and for which the County may be found jointly or solely liable.

8.24 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the

Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit J in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

The County shall indemnify, defend and hold harmless Contractor, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring
and
County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided

additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any

County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of

not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence:

\$2 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Contractors Pollution Liability** insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.30.2 for removal of pollutant from work site. Contractor shall maintain limits not less than \$1 million per occurrence and \$2 million aggregate.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 LIQUIDATED DAMAGES

8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in lieu of other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is

as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit B, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.32.3 The action noted in sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.32.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.33 MOST FAVORED PUBLIC ENTITY

Intentionally Omitted

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility's Project Manager and/or Facility's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility's Project Manager or Facility's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, and Contractor shall have the authority to issue any notice electronically via

e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection

with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Facility's Project Director. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of four (4) years thereafter

unless the County's written permission is given to dispose of any such material prior to such time. Any request by County to examine, audit, excerpt, copy, or transcribe any record pursuant to this Section 8.43.2 must be made at least thirty (30) days in advance in writing, or as otherwise mutually agreed upon by the parties. The examination, audit, excerpting, copying or transcribing must be at Contractor's principal place of business, during normal business hours, at no cost to Contractor and performed no more frequently than once in any twelve (12) month period, or as otherwise mutually agreed upon by the parties. Once such examination, audit, excerpting, copying or transcribing is concluded, County shall not have the right to re-examine or re-audit records covering the period of time previously examined or audited.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within four (4) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts

due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

- 8.43.6 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's reasonable discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Agreements) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County Agreements. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of four (4) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles

County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location. Contractor shall not however be obligated to provide County with access to any information or records under this Section if providing such access will violate the law or any obligations of non-disclosure to third parties. Contractor may require execution of a non-disclosure agreement in connection therewith; provided, however, that any such non-disclosure agreement shall include a customary exception to allow for disclosure if permissible by applicable law.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by either party, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the other party specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than one hundred twenty (120) days after the notice is sent.

- 8.49.2 After receipt of a notice of termination, the Contractor shall:
- Stop work under this Agreement on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

- 8.50.1 Either party may, by written notice to the other, terminate the whole or any part of this Agreement, if, in the judgment of Facility's Project Director or Contractor as applicable:
- A party has materially breached this Agreement; or
 - A party fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - A party fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the non-defaulting party may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs reasonably incurred by the County for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.
- 8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

- 8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.56 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by a party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this sub-paragraph 9.1.2 under the Agreement:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be

attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following

two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between the Contractor and the County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and M), or other form approved by the County which contains the above information. The County reserves the right to request any additional information necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of thirty (30) days prior written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to services provided and obligations of Contractor under the Agreement, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained. The audit shall be at no cost to Contractor and performed no more frequently than once in any twelve (12) month period. Once such audit is concluded, County shall not have the right to re-audit records covering the period of time previously audited.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business where the Contractor's Employees are working and providing services under this Agreement. The Contractor shall also distribute County-provided notices to each of its Employees providing services under this Agreement at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken

by a significant number of Employees providing services under this Agreement.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is

agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated

damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.
- 3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

9.1.10 Contractor Standards

During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights – (Intentionally omitted)

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, the County seeks to ensure that all County

Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Agreement had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.4 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.5 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.5.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.5.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 9.5.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

9.6 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.6.1 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, are subject to Contractor's end user licensing terms and conditions attached to this Agreement as Exhibit N.
- 9.6.2 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.6.3 Notwithstanding any other provision of this Agreement, the County will not be obligated to the Contractor in any way for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.6.4 All the rights and obligations of this sub-paragraph 9.6 shall survive the expiration or termination of this Agreement.

9.7 DISCLAIMERS AND LIMITATION OF LIABILITY

- 9.7.1 OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO FURTHER OR ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY PURCHASE, LICENSE OR SALE OF PRODUCTS. Contractor does not warrant that operation of any Products will be uninterrupted or error free. VENDOR DISCLAIMS ANY OTHER WARRANTIES WHICH MAY ARISE FROM A USAGE OF TRADE OR A COURSE OF DEALING OR COURSE OF PERFORMANCE.
- 9.7.2 WITH THE EXCEPTION OF ANY INDEMNIFICATION OBLIGATIONS OWED UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE

OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF DATA) IN ANY WAY ARISING OUT OF THIS AGREEMENT, OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, UNDER A CLAIM OF ANY TYPE OR NATURE, BASED ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF ANY INDEMNIFICATION OBLIGATIONS OWED UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S CUMULATIVE LIABILITY EXCEED THE GREATER OF (i) TWO TIMES THE FEES PAID BY COUNTY PURSUANT TO THE FEE SCHEDULE IN THIS AGREEMENT OR (ii) CONTRACTOR'S MANDATORY MINIMUM INSURANCE COVERAGE LIMITS SET FORTH IN SECTION 8.30 OF THIS AGREEMENT.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Benjamin Zavala
Deputy JUN 14 2011



ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Benjamin Zavala
Deputy JUN 14 2011

APPROVED AS TO FORM:

Andrea Ordin
County Counsel

By Stephanne Anaya-Servett

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, Board of Supervisors

MedQuist Transcription, Ltd.
Contractor

Anthony D. James
Signature

Anthony D. James
Print Name

Title Chief Financial Officer
(Affix Corporate Seal)



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

JUN 14 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77540

EXHIBIT B-1

PRICING SCHEDULE

MedQuist Medical Transcription Services Pricing:

Rate Includes: All Technology/ASR (Automated Speech Recognition), MedQuist US Labor, or a combination of MedQuist Labor and our International Partners' Labor.

- Call-in Dictation via 800 # to MedQuist Data Center
- Project Management, Installation & Training for all locations
- Patient Demographic/Results Interfaces.
- Faxing, Printing
- Electronic Signature
- Workflow Management Module
- Local Customer Care Manager
- 24 x 7 Support via toll free 8XX number

	VBC Rate	70 VBC Line	ASCII Line
Domestic Only Labor Without Headers and Footers	0.0024	0.168	0.1272
All Available Labor Without Headers and Footers – NOT APPLICABLE	0.00219	0.1533	0.1154

MedQuist Radiology Transcription Services Pricing

We are pleased to be able to offer you **three** options for Radiology.

1. We can continue to provide radiology transcription services as we do today at the **rate quoted above**.
2. The use of our SpeechQ for Radiology (SQR) front-end SR technology at \$.45 per report with editing performed by radiologists. If MedQuist editing services are required on a report by report basis, the cost would be \$2.30 per report.

Annual Technology Fee for usage of SpeechQ for Radiology across LA County (based on number of exams) = \$333,000

3. The use of our SpeechQ for Radiology (SQR) front-end SR technology along with editing services for all reports for \$2.15 per report.

Proposed Unit of Measure Definitions:

Visible Black Characters without Headers and Footers ("VBC w/H&F"): Visible characters that can be seen with the naked eye within the formatted document NOT including Microsoft® Word defined headers and footers, which are areas in the top and bottom margins of each page in a document. This unit of measure complies with AHIMA Transcription unit of measure best practices.

65-Character ASCII Line without Headers and Footers ("65-Char ASCII w/H&F"): ASCII characters 0 – 255 within the formatted document NOT including Microsoft® Word defined headers and footers, which are areas in the top and bottom margins of each page in a document, divided by 65. No more than two consecutive spaces or tabs are counted. A chart of ASCII characters is set forth on Exhibit 1 of the Agreement.

Current Line Definition: LA County Gross Line (Listed Below) and Per Report

A transcribed line shall constitute a six and a half (6½) inch Standard Gross Line, which is defined as any line with visible characters, excluding header and footer information. The header and footer are defined as pre-formatted text that is a part of the DEP report template and patient demographic information that is contained within the DEP ADT entry screen. The Standard Gross Line will be counted using U.S. letter size paper (8½" x 11"), one (1) inch margins on the left, right, top and bottom of the document, and a Courier New twelve (12) point font (equivalent to ten (10) pitch / characters per inch). County can utilize this unit of measure even if the final format of the document is based on different margins or font setting. The DEP will simply convert the document to the above standard for billing purposes.

STATEMENT OF WORK

DESCRIPTION OF SERVICES

MEDICAL AND RADIOLOGY REPORTS TRANSCRIPTION SERVICES

1.0 SCOPE OF WORK

Contractor shall provide Medical and Radiology Reports Transcription Services described in this Description of Services for a fully networked on-line digital transcription service. Contractor shall have the capability to implement Speech Recognition Technology (SRT) at the request of County.

On-line digital transcription services are to be provided at the following Los Angeles County (County), Department of Health Services (DHS) Medical Facilities (Facilities) and their respective Comprehensive Health Centers (CHC), and/or Health Center (HC):

- 1.1 Harbor-UCLA Medical Center (HUCLA)
Including: Long Beach CHC
- 1.2 High Desert Health System (HDHS)
- 1.3 LAC+USC Health Care Network (LACUSC)
Including: El Monte CHC, H. Claude Hudson CHC, and Edward R. Roybal CHC
- 1.4 Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC)
Including: Hubert H. Humphrey Comprehensive Health Center (HHHCHC)
- 1.5 Olive View-UCLA Medical Center (OVMC)
- 1.6 Rancho Los Amigos National Rehabilitation Center (Rancho)

Contractor's fully networked Medical and Radiology Reports Transcription system (System) shall be linked to County's Novell network, through Contractor's telecommunication network (installed, maintained and upgraded by Contractor). System shall integrate with the DHS' network configuration. Contractor shall provide an open-system architecture, which shall be interfaced with other County systems as deemed necessary by County. Contractor must perform to the standards set forth in this Exhibit A and Exhibit B, Performance Requirements Summary.

2.0 NUMBER OF ANNUAL TRANSCRIBED LINES

Contractor shall have the capability to annually transcribe, at minimum, the designated number of estimated annual transcribed lines for each facility, inclusive of applicable CHCs, identified below in the amount of 24,676,701 lines:

2.1	HUCLA:	5,416,078
	LBCHC:	180,000
2.2	HDHS:	630,000
2.3	LACUSC:	6,313,433
	EI Monte CHC:	176,757
	H. Claude Hudson CHC:	151,825
	Edward R. Roybal CHC:	108,608
2.4	MLK MACC:	1,600,000
	HHHCHC:	300,000
2.5	OVMC:	4,050,000
2.6	Rancho:	1,850,000

3.0 DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Exhibit A:

- 3.1 **Character:** A character is defined as any printed keystroke entered on a line.
- 3.2 **Certified Medical Transcriptionist (CMT):** A CMT is a medical transcriptionist that passed a national certification exam and has at least 240 hours of experience.
- 3.3 **Contract Discrepancy Report (CDR):** The report used by County's Project Manager to record contract information and discrepancies or problems with Contractor performance.
- 3.4 **Contract Project Director:** Contractor's Project Director shall be responsible for Contractor's performance and work with County's Project Director, meeting at least monthly, to review project progress.
- 3.5 **Contract Project Manager:** Contractor's staff person who is responsible for the overall management and coordination of this Agreement between Contractor and the County.
- 3.6 **Contract System Support Implementation Team:** Contractor's technical staff members who provides data system support to meet the needs of the Facility transcription services.
- 3.7 **County Facility Project Director:** Refers to Chief Executive Officer at each County Medical Facility, or his/her authorized designee.

- 3.8 **County Facility Project Manager:** Refers to the Department Administrator at each County Medical Facility, or his/her designee, for departments such as HIM, Radiology, etc.
- 3.9 **County Transcription Manager:** Refers to the primary point of contact for each department, such as HIM, Radiology, etc., at each Medical Facility.
- 3.10 **Facility Information Technology (IT) Lead:** The IT Lead is responsible for providing technical support to the Contractor and is the liaison to the Contractor Systems Support Analyst.
- 3.11 **Medical Facility (ies):** A County DHS' operated facility (ies) or program(s) providing or contracting to provide patient care.
- 3.12 **Performance Requirements Summary:** The Performance Requirements Summary identifies the key service indicators of the contract which will be evaluated by County to assure acceptable performance by Contractor (See Exhibit B, Performance Requirements Summary).
- 3.13 **County Quality Assurance Evaluator (QAE):** The County officer or employee responsible for evaluating and monitoring the Contractor's performance and quality of service as required by this Agreement.
- 3.14 **Quality Control Program:** A County approved comprehensive written plan, developed by the Contractor, to assure that the quality of service will meet the contractual requirements.
- 3.15 **Transcribed Line:** A transcribed line shall constitute any and all visible typed characters within a seven (7) inch (exclusive of pre-programmed lines, e.g., headers, footers, macros, space bar, carriage return, not requiring character entries). All transcribing shall be typed on U.S. letter size paper (8 ½" X 11") with a ten (10) pitch element, having a three-quarter (¾) inch margin on the left and right, and a one (1) inch margin on the top and bottom of the document.
- 3.16 **Transcription Workflow:** The process starts when the physician, or user, finishes dictating a report and sends it to be transcribed. Process continues when the transcriptionist retrieves the dictation and transcribes in into medical records and delivers in the format preferred by the facility.

4.0 CONTRACTOR PERSONNEL AND REQUIREMENTS

Contractor shall provide the following staff and all other personnel necessary to accomplish work required within this Description of Services:

4.1 Contract Project Director

Contractor shall provide a Contract Project Director who will responsible for Contractor's performance of all its tasks and subtasks. The Contract Project Director shall ensure Contractor's compliance in all areas of this Agreement. The

Contract Project Director shall be a certified Project Management Professional (PMP). The Contract Project Director shall meet and confer with County's Project Director on a regular basis, at least monthly, to review the project process and discuss project coordination.

The Contract Project Director shall resolve any issues escalated from the Contract Project Manager. The Contract Project Director will work with the County Project Director for resolution.

Contractor shall notify County, in writing, of the name, title, telephone (e.g., cellular), email, and facsimile (Fax) numbers of Contractor's designated Contract Project Director within ten (10) calendar days prior to the effective date of the Agreement. When work is being performed at times other than those specified or when the Contract Project Director cannot be present, an equally responsible individual, with the same requirements, shall be designated in writing to act for the Contract Project Director at the time the Agreement is executed and as any staff changes occur.

4.1.1 Contract Project Director Requirements

The Contract Project Director, PMP certified, shall have five (5) year experience, within the past seven (7) years, or successfully managing a project similar to scope and size to DHS. Experience should include managing all aspects of project and a background in working with a large complex medical teaching environment. Experience should also include knowledge of medical terminology in all clinical areas including ENT, Surgery, OB/GYN, Medical Records, Health Information Management, Radiology, etc.

4.2 Contract Project Manager (on-site)

4.2.1 Contractor shall provide each Facility with an on-site Information Technology Project Manager who will be a full-time employee of the Contractor. The Contractor's Project Manager shall be a certified Project Management Professional (PMP). The Contractor's Project Manager shall adhere to Project Management Institute (PMI) standard methodologies, tools, and techniques for effective project management.

The Contract Project Manager shall be responsible for the day-to-day activities, management duties, and responsibilities of this Agreement at each of County's Medical Facilities. The Contract Project Manager will work with each County Facility Project Manager, County Transcription Manager, Facility Business and IT Leads in addition to Facility Executive Management.

The Contract Project Manager, or authorized designee, shall be available both on site and remotely based on the needs of each County Facility and available for telephone contact between 8:00 a.m. and 5:00 p.m., Monday

through Friday, Pacific Standard Time, "including" County observed Holidays.

Contractor shall notify County, in writing, of the names, telephone (e.g., cellular), and facsimile (Fax) numbers of Contractor's designated Contract Project Manager within ten (10) calendar days prior to the effective date of the Agreement. When work is being performed at times other than those specified or when the Contract Project Manager cannot be present, an equally responsible individual, with the same requirements, shall be designated in writing to act for the Contract Project Manager at the time the Agreement is executed and as any staff changes occur.

- 4.2.2 The Contract Project Manager, or his alternate, shall have full authority to act for the Contractor on all matters relating to the daily operation and management of the service requirements of this Agreement and assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

Unresolved issues are escalated from the Contract Project Manager to the Contract Project Director for resolution.

- 4.2.3 If the County Project Director determines that the Contract Project Manager is not meeting the terms and performance requirements of this Description of Services, County reserves the right to request, in writing, a replacement or an alternate Contract Project Manager. The County shall have the right to approve or disapprove the Contractor's candidate and any subsequent candidates for this position and shall be notified of such candidate at least ten (10) calendar days before any replacement of this position.

4.2.4 Contract Project Manager Requirements

The Contract Project Manager, PMP certified, shall have five (5) years Project Management experience, within the past seven (7) years, managing system analysis, design processes, and successful implementation of large-scale systems such as digital and speech recognition medical transcription services and two (2) years in emerging technologies in a teaching health care environment similar in size and scope to the DHS.

Contract Project Manager shall have five (5) years of experience, within the past seven (7) years, managing business analysis activities including eliciting, analyzing, communicating and validating requirements for changes to business processes, policies and information systems.

4.3 Contractor System Support Implementation Team

- 4.3.1 Contractor shall provide data systems support staff to meet the needs of the transcription system as solely determined by the County and work closely with County's Facility IT Lead.

Contractor shall provide the necessary staff to implement, manage, and provide maintenance services (lifecycle management) at each County Facility. Contractor shall ensure that Contractor's implementation work will be coordinated and managed with the business owners and IT Lead at each County Facility.

- 4.3.2 Contract Systems Support Implementation Team Requirements.

Technical Staff Member(s) responsible for implementation, and life cycle duties and responsibilities including business analysis, HIPAA security and privacy, quality assurance, testing, training shall have a minimum of five (5) years paid experience within the last seven (7) years of relevant experience in the successful implementation and life cycle support of a project similar in size and scope to this project.

4.4 Transcriptionists

- 4.4.1 Contractor shall provide Certified Medical Transcriptionists (CMT), who have completed a medical transcription training program and have passed the national exam given by the American Association for Medical Transcriptionists. CMTs must have industry standard proficiency of transcribing medical reports and knowledge of medical terminology in the areas of radiology, HIM, cardiology, and pathology.

Contractor shall provide CMT who are knowledgeable of standards and requirements that apply to health records (legal significance of medical transcripts).

CMTs should be able to detect medical inconsistencies in dictation. (For example, diagnosis is inconsistent with the patient's medical history, i.e., body of report refers to Lesion R and impression indicates L, etc.).

Contractor shall provide CMTs who have good judgment to figure out from the doctor's dictation what is or is not supposed to be inclusive within the report, i.e., dictator's comments unrelated to the report should not be typed.

Contractor shall provide CMTs who are proficient in using industry standard templates, dictionaries and abbreviations. Each County Facility may develop customized templates.

Each County Facility will provide Contractor with a list of unapproved abbreviations which may not be used in transcribed reports, even if dictated as such. This list will provide the acceptable abbreviation to be used in its place. Use of unapproved abbreviations is considered an error

and is subject to an assessment as detailed in subparagraph 11.2 of this Description of Services.

4.4.2 County's Requirements for Contractor's CMTs:

- Three (3) years paid experience in the last five (5) years;
- Proficient in reading, writing and spelling in English;
- Proofreading and editing skills;
- Understanding spoken English from a multi-cultural clinician population; and
- Practical knowledge of medical language in anatomy, disease processes, lab med, etc. (For example: Pain in the left abdomen cannot be appendicitis because one of the symptoms is pain in the right abdomen).
- CMTs must be trained in the U.S. and work on site in the U.S.

Contractor shall be responsible for immediately removing and replacing any employee from the provision of services to County, when requested to do so by Administrator.

4.5 Minimum Age

The Contractor shall not assign employees under the age of eighteen (18) years to perform these services.

5.0 COUNTY PERSONNEL

County will provide Contractor with an appropriate contact person at each Medical Facility to be served under this Agreement.

5.1 County Facility Project Director

County will inform Contractor of the name, work address, and telephone number of the County Facility Project Director at each Medical Facility

The designated County Facility Project Director, or his authorized designee, shall have full authority, except as provided elsewhere in Agreement, to direct and provide oversight for this Agreement and coordinate County responsibilities.

The County Facility Project Director is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate County in any way whatsoever.

The County Facility Project Director will resolve any issue or dispute submitted by the County Facility Project Manager and the Contractor's Project Manager.

5.2 County Facility Project Manager

The designated County Facility Project Manager, or his authorized designee, shall report directly to the County Facility Project Director. The County Facility Project Director will work closely with Contractor and is responsible for the day-to-day management of this project to ensure that the business and IT standards of this Agreement are met.

The County Project Manager will escalate any unresolved issue or dispute to the County Facility Project Director for resolution.

5.3 County Transcription Manager

The County Transcription Manager is primary point of contact for each department, such as HIM, Radiology, etc., at each Facility. The County Transcription Manager is responsible for the day-to-day management of transcription services and review/approval of invoices. In addition, the County Transcription Manager is responsible for payment assessment and holdbacks for each department. The County Transcription Manager is involved in the overall management and coordination of this Agreement for each department (HIM, Radiology, etc.).

5.4 County Quality Assurance Evaluator (QAE)

The designated QAE shall provide effective and systematic monitoring of all aspects of the Medical and Radiology Reports Transcription services provided under this Agreement, including but not limited to, inspection of the Contractor's work site. County will inform Contractor, in writing, of the name and telephone number of the QAE. The QAE may also be the County Project Manager.

5.5 Facility Information Technology Lead (IT Lead)

The designated IT Lead shall provide technical support for hardware, software, and the network, including support services during implementation and will function as liaison to the Contractor Systems Support Implementation Team. The IT Lead may also provide effective and systematic monitoring of all aspects of the Medical and Radiology Reports Transcription services provided under this Agreement, as needed or determined by QAE. County will inform Contractor, in writing, of the name and telephone number of the IT Lead.

6.0 SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide a fully automated, state-of-the-art (or at a minimum the most current technology in the transcription, word processing field, and in speech recognition technology), on-line digital Medical and Radiology Reports Transcription service which replaces the existing Medical and Radiology Reports Transcription services. Services will include hardware, software, and firmware.

Services shall be provided 24 hours a day, 7 days a week, 365 days a year (24/7/365) for each County DHS Medical Facility listed in Paragraph 1, including the associated

CHCs. Services shall be provided utilizing County's Novell network, through Contractor's telecommunication network.

Information to be transcribed shall be provided by the County as set forth in this Agreement via telephone or through secured Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliant internet site with transcribed information to be available to County via computer. County makes no representation or guarantee to the minimum or maximum number of lines to be transcribed pursuant to the Agreement.

In addition, Contractor shall also have the capability at the request of County to transition the Medical and Radiology Reports Transcription Services to a Speech Recognition system.

6.1 On-line Digital Medical and Radiology Reports Transcription Services

Contractor shall provide the following on-line Medical and Radiology Reports Transcription services:

- 6.1.1 Digital voice dictation and transcription system including hardware, software and peripheral devices.
- 6.1.2 Provide an electronic transcription service with the capability to transcribe, at minimum, the approximate monthly, and/or annual quantity of lines set forth in Paragraph 2 of this Exhibit A.
- 6.1.3 Provide transcription services which require the generation of reports described in this Exhibit A, including but not limited to, the following examples: Discharge Summary/Problem List, Operative Reports, Autopsy Reports, Psychiatric Reports, Tumor Board Notes, History & Physicals, Consultations, Cytology Reports, Radiation Oncology Reports, Transfer Summary, Progress Notes, Conference Notes, Staff Round Notes, Pathology Reports, Death Summaries, Radiology Reports, Procedure Reports, Cardiology Reports and Clinic Visit Summaries.

Contractor shall program the hours for printing reports and the number of transcribed records that will be printed to conform to the requirements of each Medical Facility. Number of report copies to be generated will be determined by each Medical Facility.

- 6.1.4 Contractor shall provide services that will automate the transcription workflow process, by:
 - 1) providing flexible workflow options for the user's environment; and
 - 2) providing real time workload tracking capability for the entire transcription workflow process including the successful transmission to Facility Health Information System (HIS). For example, completed dictations pending transcription, pending

transcriptions with no dictation or incomplete dictation, turnaround times (dictation received to transcribed, transcriber to send to facility, sent to facility to upload into HIS. Uploaded into HIS to Electronic Signature times, etc). First in/First out, reports submitted to a transcriptionist and if such reports were rejected for transcription, etc).

Note: DHS is currently utilizing QuadraMed's Affinity suite of products for its HIS and DHS expects this suite of products to be sunset in the next 18 to 24 months. It is anticipated that DHS will implement transcription services with QuadraMed's Affinity suite of products. However, migration of transcription services to QuadraMed's QCPR successor project or another vendor solution is expected. Contractor shall make adjustments to transition Medical and Radiology Reports Transcription services at no additional cost.

- 3) providing a system that will enable the transcribed (billable) line count for each report to accompany the report when it is transmitted through the HL7 interface to Affinity.

6.1.5 Ability for user to search using, at minimum, the following data elements:

- 1) Medical Record Number;
- 2) Dictation/Job Number;
- 3) Date of transcription;
- 4) Date of dictation;
- 5) Patient Name (including partial matching of name);
- 6) Patient location;
- 7) Accession Number (Order No.)
- 8) Other County defined criteria.

6.1.6 Capability to provide the required bidirectional Health Level 7 (HL7), version 2.3 or higher, compliant interfaces, hardware or software, to securely download patient demographics from HIS into dictation/transcription system and to upload reports into HIS or any clinical information system.

6.1.7 Capability to provide a role and user based access control with authorization controls to monitor individual access and viewing privileges.

- 6.1.8 Ability via HIPAA compliant internet access for physicians, or other County authorized users, to electronically:
 - 1) view;
 - 2) edit; and
 - 3) sign their transcribed dictation.
- 6.1.9 Ability to support on-line physician, or user, editing, including any addendums to dictated, but not transcribed reports, and electronic signature being performed in the Medical Facilities' HIS.
- 6.1.10 Contractor shall provide one transcribed report including the original dictation and incorporation of any addenda.
- 6.1.11 Provision of a command center module (hardware and software) for tracking workflow on a real-time basis and obtaining management reports on site at each facility.
- 6.1.12 Ability for "listen review", whereby user can listen to any or all parts of a given dictation (but not yet transcribed) report.
- 6.1.13 Capacity to automatically assign priority levels (super stat, stat, and routine) to specific reports at the point of dictation.
- 6.1.14 Provide the user the ability to revise priority levels at any time prior to dictation or prior to the electronic transmission of a given report.
- 6.1.15 Ability for user to track and report on performance (such as turn around time and line count), progress and cost of medical transcription services being provided.
- 6.1.16 Capability to provide line counting utility that will provide for the total line count in any given report.
- 6.1.17 Remote printing capability to printer located at physician's offices or other locations within the facility.
- 6.1.18 Capability of electronically sending notification of critical tests results to referring physician, or user, via appropriate security level.
- 6.2 Transcribing of Reports or Transcriptions
 - 6.2.1 All Medical and Radiology Report Transcriptions shall be managed by Contractor at their designated site. Any change in designated site will require prior written approval of County's Project Director, or his designee.

- 6.2.2 Contractor shall have the capability to transcribe, at minimum, the number of estimated lines identified in Paragraph 2 of this Exhibit A.
- 6.2.2 The County makes no representation or guarantee that any minimum or maximum number of lines or reports will be provided pursuant to this Agreement.
- 6.2.3 County's medical staff will dictate into the Contractor's provided digital dictation or speech recognition system.
- 6.2.4 Transcription shall be performed on computer terminals utilizing Microsoft (MS) Word (2003 version or higher), an automated Medical and Radiology Report Transcription program, or any other program utilized by Contractor at the time and approved by County.
- 6.2.5 Formatting requirements for transcribed reports shall be developed and shall remain consistent with County's required format for all work types. Each facility or department may require additional modifications to standard format.
- 6.2.6 Completed work shall be electronically stored and accessible for a minimum of seven (7) or longer in accordance with this Agreement.
- 6.2.7 Contractor shall provide and utilize standard transcription dictionaries for specialties such as radiology, cardiology, neurology, etc.
- 6.2.8 Capability of routing transcribed reports directly to HIS, facility printers, fax, or a specified computer.

6.3 Word Processing

Off-site access to the transcription system by facility physicians shall be gained by entry of a unique user identifier number and a personal password. Without these two identifiers, access to this system cannot be accomplished. Patient reports can be accessed by three identifiers: Order Number, MRUN, and Patient Name) or by dictating physician's name. Transcription processors shall transcribe County's work using MS Word (2003 version or higher), an automated medical transcription program, or any other program utilized by Contractor at the time and approved by County. The program shall be utilized to reflect County's standard transcription report formats. These formats shall be preserved by Contractor unless revision is requested by County. After the CMT completes the report, the work shall be reread and checked for spelling using a Medical and English spell check feature, a minimum of one time. The documents shall then be stored electronically under unique individual report identifier and/or unique individual file names. The transcription system will then route the transcribed work to the proofreader.

6.4 Proofreading

All transcribed materials shall be proofread and initialed by an experienced transcription supervisor prior to transmission by Contractor. Once the supervisor receives notice of pending work, the work shall be retrieved from the electronic file. The supervisor shall then reread the transcribed work for accuracy and content. Should questions arise as to correctness of dictation versus transcription, the supervisor shall have access to the County's digital dictation system and compare the dictation to what was transcribed, thus clearing any questions regarding the report. All the errors shall be corrected, the supervisor shall note that the work was "Proofread by _____", (not considered a billable line) and the corrected copies shall overwrite the incorrect electronic copies within the word processing system.

6.5 Transmission

Contractor shall be equipped with a dictation management console compatible with that used by the Medical Facilities to monitor work, perform the work within the required turnaround time frame, and assign and route the transcription work according to requested priorities.

Contractor shall have the capability of dictating via telephone and/or special dictation devices (e.g. Radiology dictating devices) and ability to remotely access voice dictation by secured user.

Voice dictations shall be immediately available after dictation. Voice dictation access shall have a user code and personal password guarded access.

Contractor shall transmit transcribed medical reports via secure communications protocol to remote computers, printers, etc. located at Medical Facilities.

The system shall have the capability to notify user via email when documents are ready for review or signing.

6.6 Transcribed Reports

Contractor's transcribed reports shall provide report module software to enable report retrieval for displaying on-line editing and printing capability, including the following:

Report Specifics for Transcribed reports:

- 1) Patient Last Name;
- 2) Patient First Name;
- 3) Patient location;
- 4) Unique Facility Identifier;
- 5) Medical Record Unit Number (MRUN) or Patient ID number (PID);

- 6) Unique Report Identification Number;
- 7) Name of dictator;
- 8) Name of Staff Medical Doctor (M.D.), if applicable;
- 9) Physician/User Identification (ID) Number;
- 10) Time and Date of dictation;
- 11) Type of Procedure;
- 12) Date of Procedure;
- 13) Type of report dictated;
- 14) Date of Transcription;
- 15) Time of Transcription; and
- 16) Transcriber's I.D.
- 17) Accession/Order Number

Contractor's system shall provide the following for the Management of reports:

- 1) Ability to create addendums to existing reports;
- 2) Ability of system to permit dictated addendums to a previously dictated report before report is finalized;
- 3) System capability to link addendums to reports and display notation onto the report database;
- 4) Ability to assign priority of reports on-line
- 5) Ability to print reports by data, status or user;
- 6) Ability to view and print reports, or selected portions of a report on demand.
- 7) Ability to duplex print on vendor provided printers;
- 8) Ability to export data for management reporting purposes to other software such as MS Excel, MS Access, etc.

- 9) Ability by which transcribed reports are available to authorized users for purposes of electronically viewing, correcting/revising their transcribed dictation via HIPAA compliant internet access;
- 10) Ability to view incomplete or stopped reports.
- 11) Inquiries via Medical Record number, accession/order number, dictation numbers, name (partial matching of names), date of dictation, date of transcriptions, etc;
- 12) Contractor shall have an electronic report distribution system.
- 13) Reports shall be available online to users for a minimum of 120 days. (For example, a history of all reports generated will be available.)
- 14) The Director of Medical Records or the QAEs at each Medical Facility shall provide a sample of the appropriate report formats.
- 15) Contractor's installed system shall allow clinical users the ability to access transcribed reports at Contractor's website and through the network from other County facilities.
- 16) Unsigned (unverified) reports access may be allowed or disallowed dependent on user security clearance. Clinical users shall also have secured access to the preliminary voice dictations.
- 17) System must have the capability to customize non-ad hoc reports for both transcribed reports and management reports.

6.6.1 Report Management

Contractor shall provide an electronic report management capability (Example: management reports shall automatically be generated and published for retrieval based on user-defined schedule). Contractor shall provide a complete inventory of predefined management reports.

Contractor shall delete any obsolete or discontinued report formats identified by the County, at County's request.

6.6.2 Management Information System and Reports

Contractor shall provide the transcribed line count for each patient record transcribed at bottom of report and in monthly summary. Transcribed line counts are subject to monitoring by County. In the event of a disagreement between Contractor's transcribed line count and County's transcribed line count, the count of County shall prevail, provided County's count is derived from agreed upon specifications of the transcribed line described in paragraph 3.15.

The system must be capable of generating management reports showing a listing, by physician/user and aged categories, unsigned reports, and other management reports to be determined. The system's capability to obtain management information reports must be with the option to print the reports on demand using an inkjet or a laser printer. Contractor shall provide a Management Information Report on a daily basis to each Medical Facility via remote printer.

All of the reports shall reflect required patient's demographics. Other factors, as required by County, may be incorporated into the appropriate report(s). All changes or additional reports needed by County shall be provided within a reasonable time and at no additional cost.

The Management Information Report shall provide the following information: line count for each patient record transcribed, name and identification number of patient, accession/order number, name of dictating physician/or user, date of dictation, date of transcription, date and time of transmission of record, and type of document.

The Management Information System shall provide the following reports and others as required to meet the standards of this Agreement:

1) Daily Summary Report

A Daily Summary Report of all work received during the past twenty-four (24) hours shall be prepared and transmitted by Contractor each morning of the next business day as agreed with the facility. The report shall include, but not limited to, the patient's last name, first name, MRUN or patient ID number, accession/order number, unique enterprise patient number (when available), unique report identifier, unique facility identifier, dictating physician/user, date and time of dictation, date and time transmitted and received by County, type of report dictated, or other items as determined by County. Format for all reports to be such that they fit on 8 ½ x 11 inch paper.

An automated exception report outlining reports transcribed, but not transmitted, is also required. This shall be reflected in an automated reconciliation report, which will compare dictation to transmitted reports for a specific date. The Contractor shall be required to describe method; technologies employed in meeting this requirement, and include a work flow diagram.

2) Delivery Log

After line counting, the work shall be gathered together in a "batch" and a list of the work that is to be returned to County shall be compiled. This report shall be the delivery log and shall

accompany all transmissions of completed work returned to County.

The list of required files for this report and sorting requirements will be presented to Contractor prior to implementation. The report shall list all required demographics, including, but not limited to, date and time work was returned, unique report identifier, unique facility identifier, patient's first name, patient's last name, report type, doctor's name, patient's medical record number, examination accession/order number, unique enterprise patient number (when available), number of pages, number of lines or other items as determined by County. It shall also include the date and time the work was received and total columns for numbers of reports and lines returned. After the list is prepared, it shall be stored electronically and printed at Contractor's and County's secured HIPAA compliant transmission site(s).

3) Monthly Summary Report

The daily delivery log shall be compiled into a monthly summary at the Contractor's site and accompany an invoice submitted to County by Contractor at the end of each month for the work performed during the previous month. The billing shall reflect work returned by dates. A summary of each and every report shall appear on invoices.

4) Dictation Verification Report

Prior to transmitting the work to County, Contractor shall compare County's daily work-dictated log to the reports being prepared for transmission to County. Contractor shall verify presence of all reports listed in the batch to be transmitted and, if any transcription is missing, the work shall be retrieved and incorporated into the transmittal. In the event that a transcribed report was not present on County's system, a notation shall be made on Contractor's return management report or the daily delivery log that no dictation could be found on "patient", "patient's medical record number", "unique enterprise patient number (when available)", "date and time dictated", and "unique report identifier".

5) Monthly Billing Summaries

A summary, which provides only the reports, listed on the monthly billing invoice. Report to include at a minimum, the patient's name and MRUN, unique enterprise patient number (when available), unique report identifier, unique facility identifier, and the number of lines transcribed.

6) Account Status Summary

A financial billing summary which will provide the status of each department's billing status (i.e. billed, outstanding, paid).

7) Turnaround Time (TAT)

Report to document time between date and time of dictation, date and time report is transmitted and average turnaround time. Example: For all TAT that exceed limits set by County for various work types (Super STAT, STAT and Routine, etc.) and other TATs as listed in paragraph 6.1.4(2).

8) Status Reports

Report should provide the status for all reports, including, but not limited to, the following: reports to be transcribed, reports to be edited, and reports to be printed.

9) Additional Reports

New report formats may be added at any time at no extra cost to the County. The system must be capable of automatically transmitting and printing to pre-determined locations the electronically verified reports. Example: Original chart copy of the dictated report to Medical Records for filing into the patient's hospital chart.

The on-line report module must have the capability to selectively upload the final reports into the Medical Facility computer system by date, status or user.

10) Customized Database and Query Reports

Contractor shall have the capability to create new queries or reports. Any databases pertaining to dictation, transcription, billing and reconciliation required by County have to be developed, maintained, upgraded and documented to meet County's requirement, as defined in this Agreement, and shall be at no additional cost.

All County requirements must be implemented within a specified time frame as determined by County. All databases must be Structured Query Language (SQL) compliant, and Contractor shall provide any SQL programming required by County including, but not limited to, control files for SQL Load.

Contractor shall provide County with full data dictionaries and a comprehensive entity relation diagram. County requires that any user with authorized access to the County network have full access to all transcription-related databases.

Contractor shall provide County with a method designed for querying databases for, but not limited to, transcribed reports, billing information, and reconciliation information. The Contractor shall be required to state method of verifying and/or red-flagged reports dictated but not transmitted and duplicate reports.

Contractor is to identify, through a search engine and/or management report, time lapses between dictated and transcribed reports. Contractor shall be required to describe its method, equipment and technologies employed in meeting these requirements, and include a work flow diagram. The search engine must maintain a four (4) second or less system response time with a minimum of twenty (20) simultaneous users querying.

The search engine requirements will be: opening reports for editing in MS Word (2003 version or higher), an automated Medical and Radiology Reports Transcription program, or any other program utilized by Contractor at the time and approved by County for printing to network printers and facsimile machines as required by County. Contractor is responsible for developing and adding all database and file security, user interface, and printing features that County requires from the search engine and print engine.

Contractor will ensure that the following elements are reportable including, but not limited to: patient's last name, first name, MRUN, unique enterprise patient number (when available), clinic/ward, dictating physician/user's name, unique facility number, unique report identifier, date of dictation, date of transmission, staff reviewer's name, document job number, and title of document, number of lines transcribed, dictation date and time, transcription date and time, user ID, staff reviewing ID.

6.7 Electronic Signature

Contractor shall provide a standardized electronic signature capability. The user shall have the ability to electronically sign reports on-line, remotely or on-site.

- 6.7.1 Electronic signature feature shall have the capability to add another signature line to a given report without modifying the original signature lines.

6.7.2 Electronic signature feature shall have the capability to allow multiple or group signatures. (For example, County is a teaching environment and need to have resident and staff signatures on the report.)

6.7.3 Electronic signature feature shall have the capability to secure a document (not allow edits) once electronically signed.

6.8 Electronic Audit Trail Monitoring

Contractor shall provide an electronic audit trail to track every event (archiving or retrieval) related to each report including, but not limited to the following activities: viewing, signing, listening of dictations, transmitting, and printing.

The electronic audit trail monitoring feature shall include an audit log of transcription reports access and include, but not be limited to, the following: user ID, date/time/type of activity, and document ID or job number.

6.9 Database

Contractor shall have the capability to display notation onto the report database. Contractor shall be capable of automatically updating the transcribed report after report is transcribed with date transcribed, number of transcribed lines and job/confirmation number and status.

The transcription system shall have the capability to store reports at a remote site for disaster recovery.

Reports of aborted dictations should not be placed in the report database.

Contractor shall furnish, install and maintain at each Medical Facility, a Data Repository with the capability of storing, at minimum, seven (7) year's worth of data, which will interface with QuadraMed's Affinity System HIS.

6.10 Maintenance and Repairs

6.10.1 Provision of a live technical support hotline for hardware and software support for 24/7/365, including weekends and County holidays.

6.10.2 Provision of preventative maintenance services of all hardware and software.

6.10.3 Repairs of malfunctions of hardware, and software, and firmware shall be available 24/7/365, including weekends and County holidays, unless otherwise directed by the individual Facility, and shall be completed within the following deadlines:

1) Call back within thirty (30) minutes of complaint.

- 2) Remote diagnostics within one (1) hour of complaint; or on site within two (2) hours of notification, as necessary.
 - 3) Minor repairs to be completed within four (4) hours.
 - 4) Major repairs to be completed within twenty-four (24) hours.
 - 5) Contractor shall assign a tracking number to all calls and maintain log of all complaints, provide monthly summaries and provide completion times.
 - 6) Contractor shall notify designated supervisor at Medical Facility for an update on all repairs not completed within twenty-four (24) hours.
 - 7) Contractor shall provide a monthly electronic report of all service calls that can be viewed by each facility.
 - 8) Contractor to provide 10% reserve hardware at each facility and also provide replacement equipment for repairs that take more than two (2) hours.
- 6.10.4 Contractor's services shall provide the ability for each facility to log into transcription services call system to report problems, determine status, etc., for any given request.
- 6.10.5 Maintaining a reserve stock of spare parts for all Contractor-supplied hardware (i.e. dictation equipment parts) at each County Facility.
- 6.10.6 Should technical problems occur, Contractor will print all reports at the Contractor's site and deliver all printed reports by courier within twenty-four (24) hours, seven (7) days a week, or less as required by County, from the date and time of dictation until the technical problem is remediated.

Once the technical problem has been remedied, Contractor shall electronically submit all reports.

6.10.7 Equipment

Contractor's furnished equipment shall provide the capability to guarantee 24/7/365 uptime for transcription services. Contractor shall comply with the following:

- 1) Inoperable equipment shall be repaired or replaced within twenty-four (24) hours of notification of equipment failure.
- 2) Provide on-site response within two (2) hours of notification of the equipment being inoperable. 2 hour onsite response is based on

the availability of on-site inventory of peripherals such as dictation stations, etc.

Each County facility shall determine the number of reserve back up equipment needed to be housed onsite based on the number that is currently being used, but no less than 10% of current inventory.

- 3) Maintain additional equipment at County Facilities, including, but not limited to the equipment listed on Exhibit D, Contractor's Equipment List, that can be easily exchanged such as dictation transported to the Medical Facilities for replacement and service purposes.
- 4) The Contractor shall have the capability to complete minor equipment repairs within four (4) hours of notification, 24/7/365 days a year.
- 5) Provide notification and alternative means of performing work in the event that services are unable to be performed due to equipment failure (services are halted) within twenty-four (24) hours of notification.
- 6) Provide an inventory of most common equipment and devices to be stored at each County facility to the Facility Project Director every six (6) months.

6.11 Training

Contractor shall train County's personnel in the use of the transcription system, including usage of any equipment utilized to produce County's work and the correct methods of data management, as needed and upon the request of County at no additional cost, including:

- 1) means whereby County can review data listing of work performed and all attendant information associated with that work.
- 2) ongoing training of all personnel involved with access to transcription system, including the methods of operating such terminals and techniques of retrieving necessary information.
- 3) procedures, reference materials and training documents (curriculum, list of skills appropriate for each job classification) on the use of on-line digital dictation services.
- 4) updating training material.
- 5) printed and laminated dictation guidelines for installation at dictation stations and dictation instruction cards for medical staff.

6.12 Interfaces

The Contractor shall have the capability to interface with, but not limited to, the following:

- QuadraMed's Affinity HIS for ADT & Order Entry/Results Reporting;
- Fuji Synapse Radiology Picture Archive and Communication System (PACS);
- Phillips iSite Cardiology PACS;
- QuadraMed's Electronic Health Record (EHR) System, presently known as Computerized Patient Record (QCPR);
- Co-Path from Sunquest;
- Veriphy from Vocada, Inc. Critical Test Result Management (CTRM);
- Standard HL7 incoming and outgoing interfaces to multiple systems such as each facility's QuadraMed's (QMDC) HIS or via QMDC's Department Management System;
- and remain compliant with County's HL7 interfaces; and
- Other future County acquired County HL7 compliant devices or software (e.g. Willcox's, RIS, Peer Vues peer review software, etc.)

Contractor shall have the capability to abide by the items listed in paragraph 1.3, Interfaces, in the Description of Services-Technical Exhibit.

6.13 Site Preparation and Implementation

6.13.1 Site Preparation

Contractor shall perform all site preparation (including development of IT network connectivity diagrams and interfaces). All work shall be approved by County's Project Director. Contractor understands that all work will be a complete "furnish and install project." County will not be responsible for additional costs due to electrical, cabling or other requirements necessary for proper installation which will be done at the Contractor's expense. Room preparation and installation of equipment as well as the securing of any necessary equipment, including any necessary permits, will be done completely by the Contractor.

The installation phase shall be considered to be the period of time during which all transcription system equipment, including, but not limited to, the telecommunication network equipment, all hardware, software and supplies required for the transcription system, is delivered and installed. This period shall not exceed sixty (60) consecutive business days from the effective date of this Agreement for each Medical Facility.

6.13.2 Phase-In

Phase-in of the work shall require at most sixty (60) consecutive business days from the effective date of this Agreement. The exact time and date of implementation shall be established as mutually agreed to by both parties. Contractor shall prepare a detailed phase-in plan for final approval by County within five (5) calendar days of the effective date of this Agreement.

Prior to or during the phase-in period, Contractor shall obtain County-approved copies of all report formats utilized by County for each Medical Facility. If format changes are made to the County-approved reports, Contractor shall modify format at no additional cost to County.

During the implementation of the telecommunication network (voice and data lines) and other necessary equipment installation, Contractor shall perform County's transcription needs by providing a courier to the County's work site twice daily, seven (7) days a week, unless otherwise specified by Facility, to pick up dictated work and return transcribed work if necessary during implementation. Contractor shall phase in on-line transcription services as determined by County. Upon successful transcription system implementation, the courier service described above shall be eliminated only if the County, at its sole discretion, determines that there is no longer a need for it. County reserves the right to reinstate the courier service at any time the County, at its sole discretion, deems necessary.

Contractor shall install the most current state-of-the-art medical terminology software on all Contractor's terminals including spell check for English and medical terminology.

6.14 Speech Recognition Transcription (SRT) Services

Contractor shall have the capability to provide a SRT system at the request of the County for various departments at each Medical Facility, as those departments become SRT compliant. The SRT system shall be an on-site real time transcription service that is a browser-based application for PC dictation, review and provider self-edit of speech recognized documents.

SRT system shall be linked to County's Novell network, through Contractor's telecommunication network (installed, maintained and upgraded by Contractor). SRT system shall integrate with the DHS' network configuration. Contractor must perform to the standards set forth in this Exhibit A.

Contractor shall provide, but not be limited to, the following:

- 1) On-site SRT services shall be inclusive of hardware, software, firmware and dictation microphones.
- 2) The SRT is to be fully integrated with Fuji Synapse PACS software, so that the work list of patients with completed orders can be downloaded

from Fuji PACS to SRT and reports uploaded to Fuji PACS and Quadramed Affinity System HIS in the absence of Radiology Information System.

- 3) The SRT software must allow for auto punctuation, spell check, pre-defined templates or macros, completion of standardized phrases. The SRT software should also have the capability to enter punctuation on the document, even if not spoken.

6.14.1 Customization and Features

SRT system shall provide, but not be limited to, the following customizations and features:

- 1) Automatic Custom Formatting Tools – must allow customization of the format, words, phrases, headings, numbers and abbreviations to reduce the dictation and editing time for the user.
- 2) User Preference – SRT must be able to be customized to each user's preference to include the following: Date, format, expand key medical abbreviation to full words, list formats, format section headings, and dictation application screen format.
- 3) Post Processing – SRT must be able to provide for post processing customization down to the individual user level.
- 4) Capability to format a document on the first draft close to the final document (Formatting based on each Facility's preference and specifications.) and similar with the formatting features of Microsoft Word.
- 5) Must provide web-based access for dictation and review of reports from any location any time.
- 6) Provide the multiple window ability to continue live online dictation and be able to access a case or patient history during the dictation.
- 7) Provide for voice command and control, along with telephony listen access with text to speech technology.
- 8) Capability to have an audible and visual alert to notify user of cancelled orders.
- 9) Provide the user with the tool to determine backlogs.
- 10) Capability for audio playback control for faster dictation.

- 11) Incorporate synchronized playback, where playback and display cursor control are linked so the cursor follows playback.
- 12) Allow customizable commands to suspend, review or edit the dictations.
- 13) Provide input devices that have the option of an integrated barcode scanner and mouse control and must be Universal Serial Bus (USB) and not require a sound card.
- 14) Provide the user with the option of initiating dictation including a work list imparted from HIS Affinity or Fuji Synapse PACS.
- 15) SRT shall be speaker dependent.
- 16) Provide for 'hands free' dictation capability with voice control.
- 17) Allow the user the ability to view incomplete or stopped dictations.

6.14.2 Report Templates and Features

Contractor shall provide robust templating functionality (i.e. store document templates, ability for user to create templates with blanks and variable, and system should alert dictator of incomplete templates), including, but not limited to:

- 1) Templates with Variable Values – SRT must support templates with variable fields that allow the user to customize the report to the specific findings. The system shall stop users from signing off a report with a field that has not been completed.
- 2) Templates with Default Values – SRT templates must also allow variables that can be setup with default values for users, residents and transcription editors.
- 3) Ability to turn on or off the text display while the author is speaking during the dictation process.
- 4) Allow users to update multiple reports with a single command.
- 5) Provide a display of resident reports awaiting review and a display within the dictation module showing the number of reports awaiting signature.
- 6) Capability to pre-populate reports with data from the HIS.
- 7) Capability to apply ICD-9 or other custom codes to the report with voice command and control.

- 8) Ability for user to train the system based on accents and speech patterns (For example, individual word pronunciations).
- 9) Capability to interpret numbers appropriately. (For example, dosages, measurements and blood pressure readings.).
- 10) The SRT should support the language of general radiology, as well as interventional radiology.
- 11) Power Normals – Normal text (canned report) can be tied to Current Procedural Terminology procedure codes
- 12) Use discipline-specific vocabularies or "language models" to increase speech recognition accuracy.
- 13) The SRT user/speaker training should be completed within a 1-2 hour period of time.
- 14) Ability for the user to insert dates for yesterday and today using voice commands.
- 15) Ability for the user to create shortcuts to reduce dictating time.
- 16) Allow the user to add shortcuts on the fly during the normal course of dictation and the ability to link procedure codes to shortcuts.
- 17) Templates of tables.

6.14.3 Edit options:

- 1) Ability for users to edit their own reports;
- 2) Ability for users to dictate, onsite clerk or transcriptionist edits and sends back to radiologist to review and sign off; and
- 3) Ability for users to dictate and the computer transcribed report is sent off site to transcription vendor. The transcriptionist corrects and sends back the report.
- 4) Capability for on-site editing of reports, with a default for self-editing if so desired by the hospital.
- 5) Options for transcription services to support the on-site editing workflow (in case this cannot be provided by the hospital).
- 6) Capability of voice editing.
- 7) Allow the editor to mark a section of a report for further dictator review.

- 8) Allow the editor to alert dictator of section needing further review before signature can occur.
- 9) Provide transcribers as needed for occasional editing of reports dictated over SRT by users.
- 10) Provide the user the option to dictate changes.
- 11) Provide the user the option to edit entire reports or keyboard or mouse edit the document rather than dictate changes.
- 12) Allow addendums to be dictated in the system without changing the data associated with the initial report.
- 13) Allow addendum to be performed by another person other than the original report author.
- 14) Contractor shall provide a remote-site 24/7 for active monitoring of electronic traffic between County facility hardware and Contractor's hardware to alert facility for repair issues and dispatch service personnel if such repair cannot be performed via remote service connection.

7.0 PERFORMANCE STANDARDS

Contractor shall provide Medical and Radiology Reports Transcription services to County as set forth in this Agreement. Exceptional accuracy, skill in transcribing all dictated material, extensive knowledge in general medical terminology and current up-to-date knowledge in health care practices are required.

7.1 Standards

Contractor shall provide Medical and Radiology Reports Transcription services according to the following standards:

- 7.1.1 Where dictation is unclear to Contractor, it shall be the responsibility of the Contractor to leave a blank area on the transcribed report, returning to County a statement specifying the unclear dictation, at no additional cost to the County.
- 7.1.2 All transcription reports shall be typed using the appropriate format as determined by each Medical Facility.
- 7.1.3 All transcribed materials shall be proofread by an experienced transcription supervisor prior to transmission by Contractor to each Medical Facility.

- 7.1.4 After receipt of report via transmission to printer(s) located at each Medical Facilities, audio-dictation shall be retained at Contractor's work site for a minimum of sixty (60) days, unless otherwise specified by Facilities. The audio-dictation digital file shall be erased at the end of the specified time of sixty (60) days, unless otherwise specified by Facilities.

Each copy of the transcribed report, pursuant to the requirements of Description of Services paragraph 12.0, Security/Maintenance of Records, shall be electronically retained at Contractor's work site for a minimum of five (5) years, or for the appropriate period specified in Security and Maintenance paragraph, for each Medical Facility. Reports must be destroyed after the specified time.

- 7.1.5 Contractor shall maintain and adhere to Contractor's current list of providers performing dictation at the facility(s) for which medical transcription services are being provided.
- 7.1.6 Completed reports shall be printed identifying originals and copies as specified by Medical Facility as in the Description of Services.
- 7.1.7 All transcription shall be typed with a ten (10) pitch element. Times New Roman or Arial Font.
- 7.1.8 The transcribed line count total shall be typed at the end of each report, bottom left margin of the page. This is not a billable line and is included at no additional cost.
- 7.1.9 The date of dictation, date of transcription, date and time of transmission, and the name of transcriber shall be typed on the last page, on a single line, at the bottom of the report. This is not a billable line and is included at no additional cost.
- 7.1.10 Contractor must notify County's assigned representative if a dictation is started and has no dictations associated with that radiologist ("dead air") during the subsequent hour.

7.2 Turnaround Time and Priorities

Turnaround time is defined as the length of time between the date and time dictation is made available to Contractor and the date and time transcribed report is received in the facility's HIS System. Contractor shall adhere to the required timeframes for transcribing medical records as specified below:

7.2.1 Super Stat Report

To be transcribed and transmitted within a maximum of one (1) hour turnaround time, 24/7/365, or less, from the date and time of dictation is required for Stat reports as identified for by Medical Facility.

7.2.2 Stat Report

To be transcribed and transmitted within a maximum of two (2) hour turnaround time, 24/7/365, or less, from the date and time of dictation is required for Stat records as identified for by Medical Facility.

7.2.3 Routine

To be transcribed and transmitted within a maximum of twenty-four (24) hours turnaround time, 24/7/365, or less, from the date and time of dictation.

If Contractor cannot transmit to Medical Facility server, all work shall be printed at Contractor's site and delivered by courier within twenty-four (24) hours, 24/7/365, or less as required by County, from the date and time of dictation until the technical problem is remedied. Once the system is available, Contractor shall electronically submit all reports.

Dictation shall be prioritized by the dictating physician/user and assigned to the transcriptionist by Contractor's supervisor to assure compliance with turnaround time performance standards.

7.3 Transcription Standards

Contractor shall provide Medical and Radiology Reports Transcription services according to the following standards:

- 7.3.1 There shall be no more than two (2) errors per report. Errors are defined as misspelled words, words or characters omitted, added, substituted, transposed, or protocol changes by the transcription processors. Any report with more than two (2) errors will be considered an unacceptable report.
- 7.3.2 All transcription shall be without strikeouts, erasures, insertions, obliterations or hyphenations.
- 7.3.3 Where dictation is unclear to Contractor, it shall be the responsibility of Contractor to leave a blank area on the transcribed record and by further attaching to the record and returning to the appropriate Medical Facility a statement specifying the unclear dictation.
- 7.3.4 All transcribed reports shall be transcribed in the standard format as determined by each Medical Facility.
- 7.3.5 All transcribed materials shall be proofread and initialed by an experienced transcription supervisor prior to transmission to Medical Facilities.

- 7.3.6 Substandard transcription either as determined by County, or records with blanks left to be filled in after clarification of word or words, or both, may be returned to Contractor for completion at no additional cost to County.
- 7.3.7 Contractor shall maintain a current list of physician/users performing dictation.
- 7.3.8 Completed records must be submitted as original with appropriate number of copies as determined by each Medical Facility. Copies will be corrected as required.
- 7.3.9 Each Medical Facility's Director of Medical Records or QAE shall provide a sample of the appropriate report formats to be used for reports, prior to Contractor's commencement of services hereunder and as changes occur throughout the term of this Agreement. Contractor shall be responsible for creating and maintaining, at no extra cost to County, software, which will produce the reports according to County specifications.

7.4 Data Batch Transmission

After all processing is completed the work shall be grouped electronically or batched. The batch shall then be transmitted to Medical Facilities. Transmission of transcribed reports from Contractor's location to Medical Facilities shall occur at least three (3) times daily, or as workload requires, at minimum, at 8:00 a.m., 2:00 p.m. and 7:00 p.m., all Pacific Standard Time.

Transmission schedules may be revised at County's discretion.

8.0 COUNTY FURNISHED PROPERTY AND SERVICES

At the Director's sole discretion, County may assign space, chairs, desks, and provide access to, on a non-exclusive basis, for work area and related use by Contractor. Contractor is prohibited from use of such space, chairs, desks, and access to telephones, fax machines, typewriters, and photocopy equipment, on a non-exclusive basis, for non-County associated business or purposes other than the performance of this Agreement.

- 8.1 County shall provide, without cost to Contractor, the materials, and/or services listed below:
 - 8.1.1 County shall maintain and provide upon request to Contractor a current list of providers and staff who perform dictation and services on an ongoing basis.
 - 8.1.2 County shall provide the necessary facsimile telephone numbers to be utilized by Contractor for transmission of information to County.

- 8.1.3 County will provide and maintain at Medical Facility secured communications used for transmission of reports necessary for the performance of this Agreement.
- 8.1.4 County shall provide secured remote access for Contractor to perform tasks stated in this Agreement.
- 8.1.5 County will provide Contractor with samples of the report formats to be used by the Contractor to generate reports requested by County.
- 8.1.6 County will supply the necessary paper and printer cartridges for printers located at the County sites.
- 8.1.7 All telephone lines used for the dictation of reports necessary for the performance of this Agreement. A VPN connection for secured electronic transmissions between Contractor and County facilities and for remote service connection. County to provide state-of-the-art high speed electronic transmission lines to Contractor.

9.0 CONTRACTOR QUALITY CONTROL PLAN

Contractor shall provide County with a written Quality Control Plan to assure that the standards indicated in this Exhibit are met, which shall be provided to County's Project Director and/or the QAE for review and approval on the start date of this Agreement, and as changes occur. The plan shall include, but not be limited to, the following:

- 9.1 An inspection system covering all services listed in Exhibit B, Performance Requirements Summary. It must specify the activities to be inspected, scheduled or unscheduled, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 9.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 9.3 A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County Project Director during the term of this Agreement.
- 9.4 The methods for continuing to assure service to Medical Facility in the event of a strike by Contractor's employees.
- 9.5 The methods for assuring that the confidentiality of all medical records and information are maintained while in the care of the Contractor.

10.0 COUNTY QUALITY ASSURANCE PROGRAM

- 10.1 County shall monitor Contractor's performance under this Agreement using quality assurance procedures specified in Exhibit B, Performance Requirements

Summary, or such other procedures as may be necessary to ascertain Contractor compliance with this Agreement.

- 10.2 The QAE and Contractor's Contract Project Manager shall meet weekly: 1) in person; 2) via telephone; or 3) via Microsoft Office Live Meeting, or as determined on an as-needed basis by each facility. The purpose of such meetings shall be to discuss the scope and adequacy of services to be provided and to discuss policy and procedural matters relevant to the Contractor's performance. Meeting discussions will be documented by the QAE.

11.0 PAYMENT ASSESSMENTS

11.1 Late work

In the event that work is returned late, exceeding the turnaround times specified in this Exhibit paragraph 7.2, Contractor shall pay an assessment to County for failure to meet required turnaround times.

The percentage of the work reviewed which fails to meet the required turnaround times results in monetary deductions from Contractor's billing invoice as follows:

<u>Report Turnaround Time</u>	<u>Assessment:</u>
<u>Failing to meet Performance Standard:</u>	
5% Non-Compliance	Reduced 2.5% percent
10% Non-Compliance	Reduced 5% percent
15% Non-Compliance	Reduced 10% percent
20% Non-Compliance	Reduced 15% percent
25% Non-Compliance	Reduced 20% percent
30% or greater	Reduced 25% percent
Non-Compliance	

To be entitled to any assessment deductions, County shall notify Contractor within one hundred twenty (120) working days from receipt of invoice. County will determine assessment amount(s), if any, and deduct from the next invoice. In no event shall turnaround time be less than five (5) times the duration of the dictation. Super Stat and Stat Report turnaround time shall be measured from the time Contractor is notified by County of Super Stat and/or Stat Report status until report is transcribed. Contractor shall not be assessed for failure to meet turnaround time if such failure results directly or indirectly from acts outside of the reasonable control of Contractor (e.g., equipment failure; phone line failure; force majeure). Batch reports (more than one report by the same physician/user in one dictation) shall not be subject to penalty.

11.2 Error Rate

The error rate, as determined by County, will not exceed five percent (5%) of the work reviewed for quality control. If the error rate exceeds the performance standard, Contractor shall pay an assessment to County as follows:

<u>Error Rate</u>	<u>Assessment</u>
5% - 10%	1% of monthly invoice total
11% - 20%	5% of monthly invoice total
20% or greater	10% of monthly invoice total

To be entitled to any assessed deductions, County shall notify Contractor within one hundred twenty (120) working days from receipt of invoice. County will determine assessment amount(s), if any, and deduct from the next invoice. Notwithstanding anything herein to the contrary, County shall not be entitled to any assessed deduction for any invoice not paid by County within one hundred twenty (120) days after receipt.

11.3 Performance Requirements Summary

The Contractor is subject to assessments as detailed in Exhibit B, Performance Requirements Summary (PRS), and the detailed PRS chart.

11.4 Notwithstanding anything herein to the contrary of this section 11.0, Payment Assessments, County shall not be entitled to any assessment deduction for any invoice not paid by County within sixty (60) days after receipt.

11.5 In the event of a disagreement between Contractor's determinations of applicable assessments and County's determination of assessments, the County determination shall prevail, provided County's determination is supported by transcribed management reports generated by Contractor's transcription platform.

12.0 SECURITY/MAINTENANCE OF RECORDS

Contractor shall be responsible for safeguarding all County and Medical Facility records and information provided by County to Contractor. Through the use of MS Network Technology and SQL database technology, Contractor shall store and maintain all copies of the unsigned, finalized transcribed reports, in the final form as transmitted to County (hereafter "Copy" or "Copies"). All copies shall be electronically stored and accessible for seven (7) years from date of transcription. The parties understand that County may, at its discretion, modify the finalized transcribed reports from time to time, without the Contractor's knowledge.

Concerning records for minors, all stored work shall be archived on electronic storage media for a seven (7) year period from the date of transcription or until the minor reaches the age of twenty-one (21), whichever is later in accordance with applicable law.

Contractor shall provide for security of dictation and medical reports and the information contained therein. Each employee of Contractor and/or Subcontractor shall be required to enter a unique identifier number and password to access all systems. Contractor shall insure that dictation cannot be altered during the transcription review mode. In addition, Contractor shall:

- 12.1 Assure that medical records and the information contained in the records are kept confidential. Employees of Contractor and/or Subcontractor shall be required to sign "Contractor's Employee Acknowledgment and Confidentiality Agreement", as set forth in Exhibit H;
- 12.2 Adopt sufficient safeguards to insure that confidentiality of all County patient records and information is maintained in accordance with all applicable State, Federal, and local laws and regulations. No copies of the records and none of their contents shall be released to any person or organization except authorized Medical Facility personnel; and
- 12.3 Initiate a security system that will provide the following:
 - 12.3.1 Ability to provide tiered access through the software linked to the user code or password to limit access to patient information and editing ability.
 - 12.3.2 Ability to monitor users who access voice dictation system.
 - 12.3.3 Ability to maintain an Audit Trail Function with User Code, Date, and Time for all report functions including, but not limited to, dictating, transcribing, editing and viewing.
 - 12.3.4 Security of the system would be such that the ability to view preliminary reports would be optional at the discretion of the County.

13.0 REGULATIONS/COMPLIANCE

Contractor shall fully comply with the following:

13.1 Regulations

The Contractor shall meet all County DHS and Medical Facility policies and standards (see DHS website, www.dhs.lacounty.gov) and State health regulations, including, but not limited to the implementation of sufficient safeguards to insure the confidentiality of all County patient records and that information is maintained in accordance with all applicable State, Federal, and local laws and regulations.

13.2 County Inspections

Work areas and/or locations used by the Contractor for the provision of these services shall be accessible to and subject to inspection by the County.

13.3 Inspections by Other Agencies

Work areas and/or locations used by the Contractor shall be subject to inspection by various public entities responsible for inspection of County and other public facilities at any time.

13.4 Forms

Medical Facility's Director of Medical Records shall provide a sample of each required form, as necessary for any of the above regulations, prior to the start date of this Agreement and as changes occur throughout the term of this Agreement.

13.5 Audit Tracking

Audit tracking standards shall comply with all the above regulations.

14.0 GOVERNMENT OBSERVATIONS

County and/or personnel from other government jurisdictions, other than Medical Facility representatives may from time to time observe Contractor's operations and services. However, these personnel will not unreasonably interfere with Contractor performance hereunder.

DESCRIPTION OF SERVICES - TECHNICAL EXHIBIT

MEDICAL AND RADIOLOGY REPORTS TRANSCRIPTION SERVICES

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DESCRIPTION OF SERVICES - TECHNICAL EXHIBIT

MEDICAL AND RADIOLOGY REPORTS TRANSCRIPTION SERVICES

1.0 ACRONYMS

The following acronyms are used in this Description of Services-Technical Exhibit. The expanded meanings of the acronyms are listed below:

AD:	Active Directory
ADT:	Abstract Data Type
AIX:	Advance Interactive Executive
ANSI:	American National Standard Institute
CCR:	Continuity of Care Record
CDA:	Clinical Document Architecture
CMPI/EMPI:	Community Master Patient Index/Enterprise Master Index
CPU:	Central Processing Unit
CSA:	Cisco Security Agent
DAS:	Direct-Attached Storage
DFT:	Detail Financial Transaction
DG UX:	Data General Operating System
DHS:	Department of Health Services
HIPAA:	Health Insurance Portability and Accountability Act of 1996
HIS:	Health Information System
HL7:	Health Level 7
ID:	Identification
IDN:	Integrated Delivery Network
IPSEC:	Internet Protocol Security
JCAPS:	Java Composite Application Platform Site

LDAP:	Lightweight Directory Access Protocol
MFN:	Metromedia Fiber Network
MDM:	Medical Document Management
MS:	Microsoft
MPI:	Master Patient Index
NAS:	Network-Attached Storage
PC:	Personal Computer
PDA:	Personal Data Assistant
PKI:	Public Key Infrastructure
ORM:	Object Relational Mapping
ORU:	Order Result
OS:	Operating System
SAN:	Storage Area Network
SNMP:	Simple Network Management Protocol
SOA/ESB:	Service-Oriented Architecture/Enterprise Service Bus
SQL:	Structured Query Language
SRT:	Speech Recognition Technology
SSL:	Secure Sockets Layer
SSO:	Single Sign-On
TCP/IP:	Transmission Control Protocol/Internet Protocol
UPS:	Uninterrupted Power Supply
VPN:	Virtual Private Network

2.0 CONTRACTOR FURNISHED EQUIPMENT AND SERVICES

Contractor shall furnish all necessary equipment, supplies, reference materials, transcribing equipment, repair parts, including drums for laser printers, software,

vehicles and any other items necessary to provide the services required under this Agreement. Contractor shall furnish, install and maintain, on its site, all necessary on-line digital dictation recording and transcribing equipment.

2.1 Software

- 2.1.1 The application shall be web-based.
- 2.1.2 Relational database subsystem shall be Oracle or MS SQL based and application shall be HL7 compliant.
- 2.1.3 PCs shall be Windows compatible.
- 2.1.4 Client and/or component shall have the ability to be distributed and managed with standard management distribution tools.
- 2.1.5 User interface shall provide integration with enterprise portal solution.
- 2.1.6 Contractor shall specify the current version of its application. Contractor shall provide release dates and updates for the past 12 months. Contractor shall provide future road map outlining their update and release cycle.
- 2.1.7 Contractor shall specify the current version of any necessary third-party software. Contractor shall provide release dates and updates for the past 12 months. Contractor shall provide future road map for any third-party software support and integration.
- 2.1.8 The system shall support database queries using ANSI SQL and third party report writers such as Crystal Reports, MS Access and Cognos, etc.
- 2.1.9 The system shall provide compliance with The Joint Commission, local, state and federal regulatory requirements, County policies and procedures now and in the future.
- 2.1.10 System shall use TCP/IP Networking.
- 2.1.11 Contractor shall acquire all software licenses required to meet the terms of this Agreement including, but not limited to, virus protection software, MS Software/Patches, and maintain current versions of all such software.

2.2 Hardware

- 2.2.1 Contractor shall provide server specification and have the capability to size server specifications for any facility based hardware if applicable.
- 2.2.2 Contractor's transcription system shall provide high availability. Information regarding high availability and the role of UPS shall be provided by Contractor.

2.2.3 The off-site hardware shall support writing to an external NAS, DAS or SAN system.

2.2.4 Contractor shall provide testing, training and staging environments separate from production.

2.3 Interfaces

2.3.1 Contractor shall have the capability to interface with each Medical Facility.

2.3.2 Contractor shall be compatible with County's DHS Interface Engine e*Gate and JCAPS.

2.3.3 System should support:

- HL7 2.x protocol.
- HL7 3.x protocol.
- HL7 CDA protocol/framework (level 1) for Telemedicine services.
- CCR protocol.

2.3.4 System shall have the ability to incorporate an MPI and/or CMPI/EMPI numbers.

2.3.5 System shall provide a dashboard view to monitor the status of system processes and services with the ability to provide alerts and updates; validate transactions file in applications, work exceptions (rejections), and resend transactions.

2.3.6 System shall support bi-directional interfaces.

2.3.7 System shall support test interfaces to a test area independent of production environment.

2.3.8 Contractor shall work with DHS to migrate and incorporate its interface to a SOA/ESB infrastructure.

2.4 Security

2.4.1 System shall have role-based security mechanism and allow user to have multiple roles and/or belong to multiple groups.

2.4.2 System shall provide for multiple levels of security, including multiple levels of access control and authorization that support a medical academic model via group membership.

2.4.3 System shall provide role-based user access control to enforce 'need to know' principle.

2.4.4 System shall provide logs and an audit log for each transaction,

including time stamp, user identification, and data accessed, etc.

- 2.4.5 System shall provide login and shall maintain an active sessions until user logouts of the system or a system time out occurs.
- 2.4.6 For any session not properly logged out, the data shall be saved as an incomplete unsigned record with zero loss of data.
- 2.4.7 Access to system shall be controlled by user ID and password.
- 2.4.8 System shall accept user customizable passwords. System must support complex passwords.
- 2.4.9 System access shall support two-factor authentication.
- 2.4.10 System provides automatic logout due to inactivity after system administrator defined time period.
- 2.4.11 System provides ability to control account expiration, using local directory or enterprise directory.
- 2.4.12 System shall provide the ability to integrate with enterprise LDAP, e-directory or AD.
- 2.4.13 System shall provide the ability to require automatic password expirations when initially assigned or reset.
- 2.4.14 System shall provide the ability to enforce password expiration after System Administrator-defined period.
- 2.4.15 If passwords are stored in a local directory, password needs to be hashed and directory encrypted.
- 2.4.16 System shall provide ability to protect audit logs from unauthorized access (system monitoring).
- 2.4.17 System shall log all unsuccessful logon attempts.
- 2.4.18 System shall report audit trails according to user or transaction type.
- 2.4.19 System shall provide ability to set limits on concurrent sessions.
- 2.4.20 System shall allow the user to login at a second station. System shall save incomplete work and terminate the first session without loss of data. Contractor shall provide examples.
- 2.4.21 For hardware that is on-site, system shall provide the ability to automatically archive audit log files.

- 2.4.22 System shall provide the ability to write audit logs to external systems.
- 2.4.23 If system is on-site, it shall have the capability to set an unsuccessful access attempt limit and suspend IDs after reaching the unsuccessful access threshold.
- 2.4.24 System shall provide the ability to send alerts to system administrators for unauthorized access attempts.
- 2.4.25 System shall provide the ability to lock out user or group ID by date or time.
- 2.4.26 System shall provide local and centralized administration, user authorization, registration and termination (user management).
- 2.4.27 System shall provide the ability to create Ad Hoc reports including a listing of all assigned users and authorized access for periodic management review.
- 2.4.28 System shall provide real-time audit reports which identify all attempts to access the patient data.
- 2.4.29 System shall provide integration with single sign-on systems and provides the ability to share an existing or migrate to a future (SSO) user store. Contractor shall cooperate with County with other related technologies.
- 2.4.30 If certificates are used, system shall support or integrate with PKI solutions.
- 2.4.31 System shall provide ability to log changes to the product's security configurations or administrative functions.
- 2.4.32 If system is on-site, it shall provide the ability for server software to function with intrusion prevention system such as CSA.
- 2.4.33 System shall be HIPAA compliant and shall maintain HIPAA compliance.
- 2.4.34 If system is on-site, it shall provide the ability for components to function with documented network ports behind firewall security.
- 2.4.35 System shall provide the ability to encrypt data at rest.
- 2.4.36 Contractor shall incorporate application code security scanning in their system development life cycle.
- 2.4.37 Contractor shall provide remediation plan for new vulnerabilities within ten (10) working days of discovery or notification. Contractor shall

implement the remediation plan within five (5) days of plan availability.

2.4.38 System shall support electronic signature.

2.4.39 Contractor and application shall support up to date industry standards for antivirus, malware, spam, etc.

2.4.40 Server software shall be able to pass security scanning (e.g. Foundstone, Web Inspect). Contractor shall provide mitigation services within county policy defined time parameters.

2.5 Network Security

2.5.1 System shall provide the ability to encrypt transmitted data and authentication information over internal networks (where applicable) and external networks.

2.5.2 System shall provide support for SSL 128 bit or stronger encryption for web-based applications.

2.6 Remote Access

2.6.1 Contractor's system remote access shall comply with and support DHS standards including but not limited to VPN, IPSEC, SSL.

2.6.2 Contractor shall comply with County's Network Access policies.

2.6.3 Contractor's system shall be capable of accessing remote recording equipment located at County's Facilities and transmitting transcribed medical records via secured VPN to remote servers located at Facilities.

2.7 Implementation – Installation & Training

2.7.1 System shall provide separate equivalent environments for (1) testing (2) upgrade staging/miscellaneous (3) training and (4) production.

2.7.2 Contractor shall provide their preferred approach to training to County's Project Director for approval.

2.8 High Availability

2.8.1 Contractor shall provide historical data to support system average mean time between failures based on past experience with client similar in size and scope.

2.8.2 If hardware is on-site, Contractor shall provide a plan for clustering, virtualization or other plans for high availability.

2.8.3 System shall provide application state-full failover.

2.8.4 Contractor shall provide a sample disaster, downtime and failure prevention program plan for an IDN of similar size and scope using an enterprise SAN solution.

2.8.5 Contractor shall provide 24/7/365 Help Desk Support.

2.9 Performance

2.9.1 System provides sub-second system response times for active (non-archived) transcribed and management reports display operations when implemented according to Contractor's recommended configuration.

2.9.2 System shall support a minimum of 300 concurrent users at each medical facility without compromising performance. The minimum number of concurrent users will be dependent on the patient population at each facility. Each facility will provide the Contractor with the maximum number of users. Contractor to provide the maximum number of users without compromising performance.

2.9.3 When activation of the high availability mechanism occurs due to unscheduled maintenance or component failure, the failure shall be corrected within twenty-four (24) hours or less.

2.9.4 The system shall be able to handle unusual/unplanned peak loads without additional resources or any data corruption.

2.9.5 System shall be scalable to current workload requirements with an estimated growth of 10% per year. Refer to Exhibit A, Paragraph 2.0, Number of Annual Transcribed Lines.

2.9.6 System shall provide the ability to scale hardware platform, software application and communication links responding to increased demand without fundamental architectural changes.

2.9.7 Contractor's transcription system will be securely interfaced, at a minimum, with DHS' network, QuadraMed's Affinity Corporation's (formerly known as Compucare) Health HIS, and other clinical systems within DHS facilities as designated. Contractor's transcription system must be HL7, 2.3 or higher, compliant. The transcription system will have an open-system architecture with the ability to send and receive messages in HL7 format to and from the following operating systems:

- 1) DG UX (Data General Operating System)
- 2) Sun OS and Solaris (Operating System)
- 3) AIX (IBM/UNIX Operating System)
- 4) Windows 2003 server or higher.

2.9.8 Contractor shall support all six (6) of the following segments of the HL7, 2.3 or higher, message types: ADT, ORM, ORU, DFT, MFN, and MDM

going to/from the Affinity HIS and eGate interface engine in a networked (TCP-IP) communications environment. This should include, but not be limited to, all hardware and software for the host system to accomplish HL7, 2.3 or higher, Messaging.

2.10 Administration/Monitoring/Reporting

- 2.10.1 If hardware is on-site, system shall provide the ability to capture metrics including but not limited to system volume, CPU, memory, thermal, capacity, space, loads and response time at various points in time.
- 2.10.2 Contractor shall provide tools to monitor the production system and provide examples of their tools and how they are used.
- 2.10.3 System shall support remote administration; Contractor shall provide a list of technologies supported.
- 2.10.4 If hardware is on-site, system shall support SNMP-based monitoring tools.

2.11 Back-up and Recovery

- 2.11.1 Contractor shall have a backup and disaster recovery plan for IDN.
- 2.11.2 System shall provide a mechanism for full transaction and data recovery in the event of system failure.
- 2.11.3 Contractor shall provide an estimated time frame for how long it takes to provide full data recovery from software crashes.
- 2.11.4 Contractor shall have a data and archive management plans in place.

2.12 Maintenance Agreement Inclusion

- 2.12.1 Contractor's system shall provide reporting features to verify that the system is meeting the service-level agreement requirements (e.g., overall service up-time, component-level failure, percentage of time fault tolerance is activated).
- 2.12.2 Contractor shall provide extra parts on site or at a local distribution center.
- 2.12.3 Contractor shall provide software compatibility certification of new Operating system and third party software patches within 5 days of patch release.
- 2.12.4 Contractor shall work cooperatively with DHS and third party Contractors and designees to identify and remediate problems.

2.13 Upgrades, Modification and Enhancements, and Preventive Maintenance

Contractor shall guarantee a minimum of ninety-eight percent (98%) uptime of the transcription system, 24/7/365. If for any reason the equipment becomes inoperable, Contractor shall respond within the time frames as set forth in Description of Services paragraph 10, Maintenance and Repairs.

2.13.1 Upgrades

Contractor shall upgrade all hardware and software, as necessary, to continue to discharge its obligations under this Agreement and in order to keep services operating at the level of state of the art, at no additional cost to the County. The County shall determine required upgrades on an as-needed or annual basis.

2.13.2 Modifications and Enhancements

Contractor shall provide:

- 1) additional programs that are needed to automate any phase of the transcription system, to meet the requirement of this Agreement, will be provided at no additional cost to the County;
- 2) upgrades within a reasonable time frame that is acceptable to County and Contractor. The testing criteria must receive County's written approval prior to implementation at County's site(s); and
- 3) develop and thoroughly test all enhancements through the use of a test environment.

2.13.3 Downtime for Preventative Maintenance

- 1) Contractor shall schedule a mutually acceptable time with each facility for preventive maintenance service.
- 2) The maximum downtime for preventive maintenance will be eight (8) hours semi-annually.
- 3) Contractor shall provide forty-eight (48) hour advance notice for preventive maintenance services to the facilities Project Manager; and
- 4) Preventive maintenance shall include, but is not limited to, inspection, cleaning, function tests, adjustment of parts and lubrication.

2.14 Equipment

- 2.14.1 Contractor shall reimburse County for all costs (including, but not limited to, transportation and related insurance expenses) incurred by County, as determined by the Administrator, or his designee, to purchase or lease, or install any equipment or any other personal property to be used for the performance of services as agreed to by County and the Contractor.

Director may, at his sole discretion, deduct such costs from any amounts due to Contractor from County.

- 2.14.2 All equipment to be acquired or used by Contractor for the performance of medical report transcription services at Medical Facilities shall be subject to the prior written approval of the Administrator, or his designee. As needed, County shall incorporate into this Agreement, Contractor's list of all such approved equipment identified at the time of execution of this Agreement. All equipment to be used for the performance of service shall be in accordance with a written schedule approved by the Administrator, or his designee.

- 2.14.3 The cost of any such equipment, which is purchased or financed by Contractor with County funds, and/or alterations, modification or repairs to County facilities, shall be depreciated fully on a straight-line basis, or method acceptable to County, from date of the acquisition by Contractor to and including the expiration date of this Agreement. The equipment will become County property at the end of the initial Agreement period at no additional cost.

2.15 Recording/Transcribing Equipment

Contractor shall furnish, install and provide upgrades of dictation equipment. Any recommended additional transcription units shall be listed on Exhibit D, Contractor's Equipment List.

2.16 Additional Equipment

Contractor shall furnish all equipment necessary to perform all services described in the Description of Services which will result in an acceptable and professional level of Medical and Radiology Reports Transcription services. Contractor's listing of equipment, leased and purchased, to be used to perform the required medical transcription services shall be provided by brand name under Exhibit D, Contractor's Equipment List. Equipment shall be approved by the Administrator, or his designee, and the DHS Information Security Officer.

Maintenance of all equipment (County provided and Contractor purchased), except equipment described in the County-Furnished Property and Services, shall be the responsibility of Contractor and shall be included in the Contractor's proposed costs to County. Contractor shall be responsible, at no extra cost to County, for providing compatible software and hardware including network

compatible Personal Computers and printers for the daily operations of this Agreement and as changes occur.

3.0 SPEECH RECOGNITION TECHNOLOGY (SRT)

3.1 Support Remote Dictation

The SRT to allow routing of dictation or reports to designated IP addresses or beepers or PDAs. In addition, have the capability to accept data from multiple systems, such as dictation from multiple input devices such telephone, digital recording devices and handheld digital recording device. (Input device shall provide physician/users with same functionality in digital dictation. For example, microphone controlled rewind, listen, re-dictate and fast-forward).

3.2 Components for SRT

The components for SRT shall include:

- 1) Server hardware (Test and Production).
- 2) Archive system (Tape DCT drives, Interfaces, Hard disks, Software, etc.)
- 3) Workstation recognition server software and licenses.
- 4) Web server software and licenses.
- 5) All necessary network switches, hubs, routers, cables and interfaces.
- 6) UPS (Uninterruptible Power Supply).
- 7) The number of required Microphones needed, per County Facility without scanner (Fuji PACS provides the barcode reader).
- 8) The number of required Microphones needed with scanner.
- 9) foot-pedals and headsets as required to support the on-site editing
- 10) The number of required self-edit licenses.
- 11) Integration software
- 12) Installation.
- 13) All professional consultative services for integration, installation, ongoing training, and ongoing maintenance.
- 14) Initial manufacturer warranty.
- 15) Extended manufacturer warranty for up to 9 years.

- 16) The SRT system to include training for users, residents and transcribers.

EXHIBIT B-1

PRICING SCHEDULE

MedQuist Medical Transcription Services Pricing:

Rate Includes: All Technology/ASR (Automated Speech Recognition), MedQuist US Labor, or a combination of MedQuist Labor and our International Partners' Labor.

- Call-in Dictation via 800 # to MedQuist Data Center
- Project Management, Installation & Training for all locations
- Patient Demographic/Results Interfaces.
- Faxing, Printing
- Electronic Signature
- Workflow Management Module
- Local Customer Care Manager
- 24 x 7 Support via toll free 8XX number

	VBC Rate	70 VBC Line	ASCII Line
Domestic Only Labor Without Headers and Footers	0.0024	0.168	0.1272
All Available Labor Without Headers and Footers – NOT APPLICABLE	0.00219	0.1533	0.1154

MedQuist Radiology Transcription Services Pricing

We are pleased to be able to offer you **three** options for Radiology.

1. We can continue to provide radiology transcription services as we do today at the **rate quoted above**.
2. The use of our SpeechQ for Radiology (SQR) front-end SR technology at \$.45 per report with editing performed by radiologists. If MedQuist editing services are required on a report by report basis, the cost would be \$2.30 per report.

Annual Technology Fee for usage of SpeechQ for Radiology across LA County (based on number of exams) = \$333,000

3. The use of our SpeechQ for Radiology (SQR) front-end SR technology along with editing services for all reports for \$2.15 per report.

Proposed Unit of Measure Definitions:

Visible Black Characters without Headers and Footers ("VBC w/H&F"): Visible characters that can be seen with the naked eye within the formatted document NOT including Microsoft® Word defined headers and footers, which are areas in the top and bottom margins of each page in a document. This unit of measure complies with AHIMA Transcription unit of measure best practices.

65-Character ASCII Line without Headers and Footers ("65-Char ASCII w/H&F"): ASCII characters 0 – 255 within the formatted document NOT including Microsoft® Word defined headers and footers, which are areas in the top and bottom margins of each page in a document, divided by 65. No more than two consecutive spaces or tabs are counted. A chart of ASCII characters is set forth on Exhibit 1 of the Agreement.

Current Line Definition: LA County Gross Line (Listed Below) and Per Report

A transcribed line shall constitute a six and a half (6½) inch Standard Gross Line, which is defined as any line with visible characters, excluding header and footer information. The header and footer are defined as pre-formatted text that is a part of the DEP report template and patient demographic information that is contained within the DEP ADT entry screen. The Standard Gross Line will be counted using U.S. letter size paper (8½" x 11"), one (1) inch margins on the left, right, top and bottom of the document, and a Courier New twelve (12) point font (equivalent to ten (10) pitch / characters per inch). County can utilize this unit of measure even if the final format of the document is based on different margins or font setting. The DEP will simply convert the document to the above standard for billing purposes.



PROJECT IMPLEMENTATION

Los Angeles County Department of Health Services

313 North Figueroa Street, Room 127
Los Angeles, CA 90012

MedQuist Transcription Services with DocQment Enterprise Platform

Statement of Work

Version 1.1

May 5, 2011

DocQment™ Enterprise Platform
by MedQuist™

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Document Revision History

Version	Date	Author	Change Description
1.0	5/5/11	Jim Vigileos	SLX Opportunity ID- OMQ8JA40003X
1.1	5/16/11	Jim Vigileos	Removed SQD references. Updated contact phone numbers. Updates SOS to indicate new outbound interface.
1.1	5/16/11	Jim Vigileos	ISS Approved by Jake MacWilliamson

Confidentiality Statement

This Statement of Work (SOW) contains trade secrets and information that is company sensitive, proprietary, and confidential. The disclosure of this information would provide a competitive advantage to others. This SOW shall not be disclosed, used or duplicated, in whole or in part, for any purpose other than to evaluate this SOW created by MedQuist, Inc.

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Project Overview

This project will consist of implementing DocQment Enterprise Platform technology and MedQuist document production services for the LAC+USC Health Care Network, Hubert H. Humphrey Comprehensive Health Center, and Rancho Los Amigos National Rehabilitation Center sites of the Los Angeles County Department of Health Services. Currently these documents are transcribed by a third party MTSO (Rapid Type). LAC+USC Health Care Network, Hubert Humphrey Comprehensive Health Center, and Rancho Los Amigos National Rehabilitation Center are Los Angeles County Department of Health Services affiliates, and as such these client facilities will be built within the Los Angeles County Department of Health Services corporate structure in DEP.

Components of the project will include:

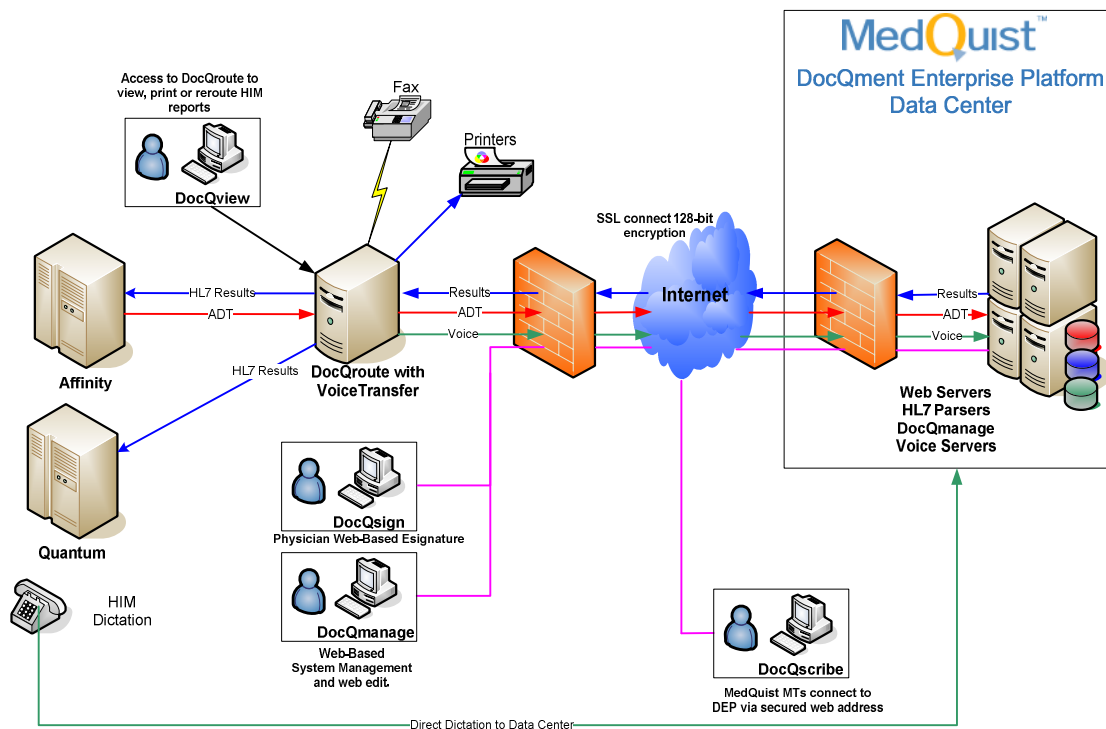
- VOICE – Customer will dictate into the MedQuist data center via toll free number.
- DEMOGRAPHICS - Download of patient demographic ADT data from Affinity in an HL7 format. There is currently an ADT interface feed in place for the existing on the DEP platform, and this same feed will be utilized for the additional client facilities being added. LAC will need to insure that ADT data for all three additional facilities is being delivered through the current interface.
- REPORT UPLOAD - Upload of transcribed documents to Affinity in an HL7 format. There is currently a results feed in place for the existing facilities, and this interface will be utilized for the new facilities being added. An additional results feed in HL7 format is required for the Quantum system.
- PRINTING/DISTRIBUTION
 - All printing will be done by the DocQroute system.
 - Autofax distribution is required.
- EDITING - Document editing will occur in either the MedQuist DocQment Viewer application, or in Affinity as appropriate.
- TEST Environment – Test facilities with test interfaces are required.
- OTHER PERTINENT INFORMATION:
 - Number of admin/clerical Users - 22
 - Number of editors - None
 - Number of Facilities/Locations – 3 additional client facilities
 - Number of Physicians - 2500
 - *Number of Work Types -22*

Work Type List

Location	Work Type	Description
LAC/USC	1	Cardiology/Rheumatology Reports
LAC/USC	2	EEG/Nurse Midwives Reports
LAC/USC	4	Staff Conference Reports
LAC/USC	5	Operative Reports
LAC/USC	6	5P21 Rand Schrader Psychiatric Evaluations and Clinic Notes
LAC/USC	7	
LAC/USC	8	Vascular Surgery Reports
LAC/USC	10	Discharge Summaries
LAC/USC	75	Women and Children's History and Physical
LAC/USC	TBD	Consultation
LAC/USC	99	H. Claude Hudson Reports
Rancho Los Amigos	1	Pre Op History and Physical
Rancho Los Amigos	2	Transfer Summaries
Rancho Los Amigos	3	History and Physical
Rancho Los Amigos	4	Operative Reports
Rancho Los Amigos	5	Discharge Summaries
Rancho Los Amigos	7	Pulmonary Functions Test
Rancho Los Amigos	8	Therapy
Rancho Los Amigos	9	EEG
Hubert H. Humphrey	TBD	Psychiatric Evaluations
Hubert H. Humphrey	TBD	Psychiatric Discharge

Workflow Diagram

LA County Department of Health Services



Assumptions and Risks

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed during the Scope of the Project review. These include, but are not limited to:

Assumptions

- The MedQuist Project Manager will manage the project according to generally accepted industry best-practices along with the MedQuist Implementation Methodology.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both MedQuist and the Customer. Changes may affect the project schedule, time line, and go live dates.
- The Customer will work cohesively with the MedQuist Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third party vendors of the Customer.
- Organizational or technical changes that come out of the project will be managed by the Customer

Risks

- Any Customer infrastructure changes may impact the project time line.
- Any cleansing of Legacy data is the responsibility of the Customer. Errant data may affect system performance or operability.
- External systems contributing data to the solution through interfaces may require configuration by the third party vendor. The timeliness of that participation is up to the Customer and may affect the schedule or time line of the project.

EMERGENCY, UNANTICIPATED EXPENSES

Reimbursable expenses shall not exceed \$15,000. Reimbursable expenses shall include the actual expenditures made or incurred by CONSULTANT in the performance of services under this Contract due to emergency and unanticipated events. Reimbursable expenses shall be passed through without mark-up, and reimbursement expenses shall be in accordance with County's Travel Reimbursement Guidelines in effect February 1, 2011, as set forth in Exhibit O. Expenses will include, and shall be limited to the following: only those emergency and unanticipated expenses required in completing the services described in the Exhibit C Project Implementation: Statement of Work.

Project Implementation Summary

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at prevailing time and material rates.

DEP Summary of Services

Implementation Type:

Outsourcing Implementation

Standard Services

Project Management Services	Yes
Project Initiation Meeting	Yes
Workflow Analysis and Solution Design	Yes
Project Scope Preparation	Yes
Life Cycle Testing	4 Days
Standard Go-live Support and System Monitoring	8 Days
Setup Remote Connectivity	Yes
DEP User Setup	Yes
Training on Physician Database Maintenance	Yes

Work Types

Standard Template Configuration	Up to 22 Standard Templates
Advanced Template Configuration	Not Included

System Configuration

DEP Client Facilities Configuration	3 Facilities
Physician List Entry	Up to 2500 Physicians
1-800 Dictation to MedQuist Datacenter	Included
Voice Transfer from Client Dictation System	Not Included
DocQsign Implementation	Not Included
Test Environment Implementation	Yes
DocQroute Document Distribution	Yes
DocQroute Workstations	22 Workstations

Interfaces

Standard Inbound ADT Interfaces	Existing
	Existing Affinity Plus New
Standard Outbound Document Upload Interface	Outbound
Custom Inbound or Outbound Interface	Not Included

Training Services

	Students	Delivery Method
MQ-101 - DEP for Transcriptionist	Not Included	
MQ-103 - DEP for Document Authors	Not Included	
MQ-104 - DEP for Document Editors	Not Included	
MQ-105 - DEP for Document Readers	Not Included	
MQ-106 - DEP for HIM Management	3 Sessions	Online Training
MQ-107 - DEP for HIM with DocQsign	Not Included	
MQ-108 - DEP for ASP Workflow Administrators	Not Included	
MQ-109 - DEP Train the Trainer	Not Included	

Additional training resources scheduled during or after implementation will incur daily charges at prevailing rates.

Implementation and Professional Services

Implementation Services	\$	65,400.00
Project Management	\$	13,080.00
Training Services	\$	1,575.00
Total	\$	80,055.00
Implementation Services Discount (100 %)	\$	(80,055.00)
Total Implementation Services	\$	-

* Implementation Services only. Reasonable travel and living expense not included.

Contact Information

Customer Personnel Name	Title	Phone	Email Address
Steven M. Hernandez, Esq.	Section Manager Contracts and Grants	213-240-7826	sternandez@dhs.lacounty.gov
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PROJECT IMPLEMENTATION

Los Angeles County Department of Health Services

313 North Figueroa Street, Room 127
Los Angeles, CA 90012

SpeechQ for Radiology

Statement of Work

Version 1.1

May 5, 2011



Confidentiality Statement

This Statement of Work (SOW) contains trade secrets and information that is company sensitive, proprietary, and confidential. The disclosure of this information would provide a competitive advantage to others. This SOW shall not be disclosed, used or duplicated, in whole or in part, for any purpose other than to evaluate this SOW created by MedQuist, Inc.

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Document Revision History

Version	Date	Author	Change Description
1.0	5/5/11	Jim Vigileos	SL# O6UJ9A1001DS
1.1	5/16/11	Jim Vigileos	Corrections made to training, correction station locations, mammography.
1.1	5/16/11	Jim Vigileos	ISS Approved by Jake MacWilliamson

Project Overview

Project Profile

This project consists of implementing the SpeechQ for Radiology speech recognition and radiology workflow solution for Los Angeles County Department of Health Services. Currently the radiology exam result documents are dictated using the VoiceWriter system and produced using the Document Enterprise Platform. Los Angeles County Department of Health Services consists of LAC-USC Radiology (and remote clinics El Monte, Roybal, and Hudson), King Medical Center Radiology, Rancho Rehabilitation Radiology, Harbor UCLA Medical Center Radiology, Olive View UCLA Medical Center Radiology, and High Desert Hospital Radiology.

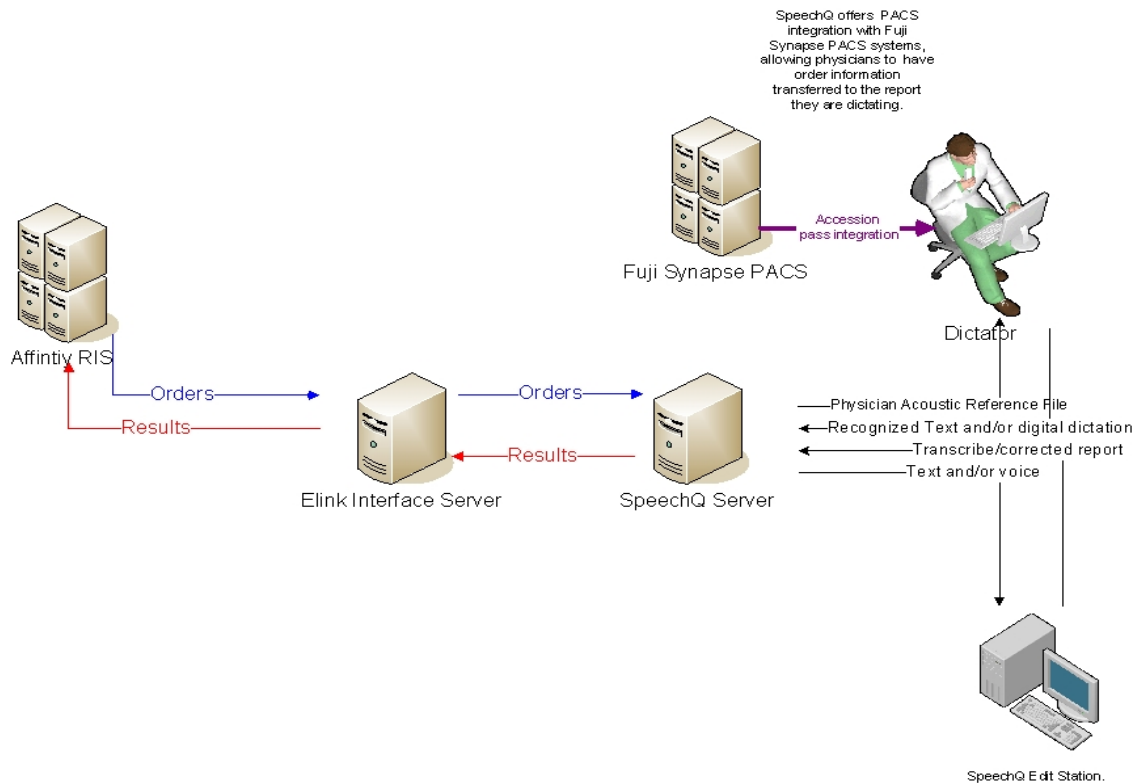
Components and scope of this project:

- SpeechQ for Radiology will be utilized at LAC-USC Radiology (and remote clinics El Monte, Roybal, and Hudson), King Medical Center Radiology, Rancho Rehabilitation Radiology, Harbor UCLA Medical Center Radiology, Olive View UCLA Medical Center Radiology, High Desert Hospital Radiology facilities.
- One Train the Trainer session will be held in Los Angeles, at a venue provided by LA County Department of Health Services.
- The SpeechQ Server component will reside at the Los Angeles County Department of Health Services central data center.
- The SpeechQ system will consist of 2 application, 2 database, and 2 interface servers to accommodate the required number of licenses.
- The SpeechQ Report Station application will be installed on a total of 100 radiology exam reading stations and 5 transcription stations.
 - 2 reading stations at Hubert Humphrey
 - 6 reading stations at Rancho Los Amigos
 - 40 reading stations at LAC/USC
 - 1 reading station at El Monte
 - 1 reading station at Roybal
 - 1 reading station at Hudson
 - 5 reading stations at Martin Luther King Jr
 - 24 reading stations at Olive View
 - 1 reading station at High Desert
 - 19 reading stations at Harbor UCLA
 - 1 editing station Martin Luther King
 - 1 editing station at Olive View

- 1 editing station at Long Beach
- 1 editing station at Rancho Los Amigos

- There will be a number of remote stations installed at provider's homes for the purposes of signing only. LA County Health Services IT will install all remote workstations. VPN access to the SpeechQ system will be required.
- This project will also consist of HL7 orders and results interfaces between the Affinity RIS system and SpeechQ for Radiology. Order information will be received into SpeechQ for Radiology and Affinity will receive the results for distribution and storage. The orders sent to MedQuist will include medical record number and order number uniqueness across the enterprise.
- The reading stations will be integrated with the Fuji Synapse PACS application as one box integration.
- Correction service resources will be provided by both LA County Health Services and MedQuist.
- MedQuist will provide one; three day "Train the Trainer" Session for Los Angeles County Department of Health Services. In addition, MedQuist will provide 115 days of on Los Angeles County Department of Health Services premise training for authors, correctionists and administrators.
- A Test SQR system is included.
- Document distribution will be handled by RIS.
- MedQuist will provide the equipment as outlined in the contract.

Solution Configuration



SpeechQ for Radiology Configuration Overview

SpeechQ for Radiology Overview	
Licensing methodology (workstation or concurrent):	Concurrent
Number of full speech recognition author licenses:	77
Number of Correction licenses:	18
Number of radiologists:	160
Number of residents:	60
Number of Customer Medical Editors:	5
Total number of ReportStation workstations:	100
Number of Administration workstations:	8
Number of (Customer) onsite correction workstations:	4
Number of customer remote correction workstations:	0
Expected document volume:	970970 Annually

Hardware and Software Recommendations

	SpeechQ Server	SpeechQ Interface Server	Report Station – Dictate*	Report Station-Transcription	Administration Client
Dedicated	Yes	Yes	Recommended	Recommended	No
CPU	Dual Core Processor	Dual Core Processor	Dual Core Processor	Dual Core Processor	Dual Core Processor
RAM	3GB or >	2GB	4GB	Minimum: 1 GB Recommended: 2GB	Minimum: 1 GB Recommended: 2GB
Available Hard Disk Space	100 GB or >, RAID 5 or 10 array	50 GB or more	2GB	1 GB minimum, 2GB or > recommended	1 GB minimum, 2GB or > recommended
CD-ROM Drive	Required	Required	Required	Required	Required
USB Port	N/A	N/A	Required – unless using Serial Mikes	Required	N/A
Network Card	Required	Required	Required	Required	Required
Sound Card	N/A	N/A	If your device does not have a soundcard built in, a soundcard is needed	If your device does not have a soundcard built in, a soundcard is needed	N/A
External Speakers	N/A	N/A	Amplified SPK Out jack required if desire passive speakers for playback of dictations.	Amplified SPK Out jack required if desire passive speakers for playback of dictations.	Amplified SPK Out jack required if desire passive speakers for playback of dictations.
Operating System Requirements v. 1.3	MS Windows 2003 or Windows 2008 Server	MS Windows 2003 or Windows 2008 Server	MS Windows XP or Windows 7	MS Windows XP or Windows 7	MS Windows XP or Windows 7
	The SpeechQ server modules are able to run in the 64 bit versions of the aforementioned server operating systems. SpeechQ server modules will run in a 32 bit compatibility mode.		The SpeechQ client modules (which run in their own Windows processes) should work in the 64 bit versions of the aforementioned operating systems. SpeechQ clients will run in a 32 bit compatibility mode.		
Database Requirements v. 1.3	MS SQL Server 2005 or 2008	MS SQL Server 2005 or 2008	MS SQL Device	MS SQL Device	MS SQL Device
Word Processing Software v.1.3	MS Word 2002-2007	MS Word 2002-2003 Note: Negotiator does not support Word 2007	MS Word 2002-2007	MS Word 2002-2007	MS Word 2002-2007

.NET Framework v1.1, 2.0, 3.5 compatible	Yes	N/A	Yes	Yes	Yes
Stedman's Spell Checker	N/A	N/A	Optional	Recommended	Optional
Video Monitor	15" or >	15" or >	17" or >	17" or >	17" or >
Video Settings	1024x768 or >	1024x768 or >	1024x768 or >	1024x768 or >	1024x768 or >
Remote Connectivity	Required	Required	Optional	Optional	Optional
RAID	Required	Recommended	N/A	N/A	N/A
Backup Process	Required	Recommended	N/A	N/A	N/A
Input Devices	N/A	N/A	Philips SpeechMikes or other speech compatible microphones	N/A	N/A
Transcription Accessories	N/A	N/A	N/A	Headphones and USB foot control	N/A
Notes:	The SpeechQ server should be dedicated to the SpeechQ system. Backup software and/or hardware is customer provided and managed.			Technical Specifications assume a dedicated machine.	The Workflow Admin can use this station to launch Report Station for Dictation or Correction therefore it is recommended that this PC meet the reqs. For Report Station Dictate and Correction to handle this "Super" User.
* PACS Integration Note: If Report Station is integrated with PACS and running on one box; the PACS vendor will supply Technical Specifications and Minimums. In most cases, MedQuist recommends at least a Dual Core Processor and 4 GB of RAM for Report Station on PACS one-box Integrations. In addition, technical recommendations assume a dedicated machine. Additional RAM improves performance. Backup software and/or hardware is customer provided and managed.					

Network Requirements

SpeechQ for Radiology is designed to operate in LAN and WAN environments. Networks with a transfer rate of at least 100 Mbit/s are recommended for LAN environments. Network traffic from other applications can impact the performance of SpeechQ for Radiology. Network traffic should be taken into consideration during customer discussions. A list of network consumption by function (log in, transfer of audio files etc...) can be provided to customers to help ensure adequate bandwidth is available for SpeechQ for Radiology. TCP/IP protocol is mandatory for all PCs participating in the SpeechQ system. Broadband, in the forms of DSL or cable modem, are required for WAN environments. Customers can access SpeechQ for Radiology from remote locations via a WAN. Customers are responsible for ensuring proper security access over a WAN. A WAN will impact the performance of SpeechQ for Radiology, but to what extent is dependent on the particular connection

that each user has to the facility's network and individual threshold of acceptable performance. Broadband type connections will vary in bandwidth based on other network traffic, the Internet Service Provider (ISP) etc... MedQuist is currently testing SpeechQ for Radiology in WAN environments and will provide this information for use by customers in evaluating SpeechQ for Radiology in a WAN environment.

The first time a user logs onto a workstation a large amount of data is transferred from the server, approximately 20 MBs. With subsequent log ons only updated information is transferred, approximately 4 MBs. It is recommended that first time log on for each workstation occur in a LAN environment to transfer the user's Acoustical Reference File (ARF), language model, Context etc... SpeechQ for Radiology creates an audio file that is synchronized to recognized text. Utilizing powerful CELP compression technology from Philips, the audio file size for dictated reports is 150 KB, per minute of dictation.

System Security

MedQuist recommends that the customer maintain all Microsoft service packs and updates to their latest level when running SpeechQ for Radiology. In addition, MedQuist recommends that customers deploy anti-virus software on all SpeechQ for Radiology servers and workstations in order to guard against potential downtime and corruption from viruses. Anti-virus software can impact the performance.

Remote Service & Support

MedQuist support personnel should have remote access to the SpeechQ servers. A VPN connection is preferred.

Workflow

Standard RIS-based Workflow

Orders will be sent via an HL7 interface from the RIS system to the SpeechQ server. Orders will be stored in the SpeechQ database.

Dictation Modes:

Mode 1 – Dictate, Edit, Sign

Mode 2 – Dictate, Edit, Delayed Sign

Once a report is complete it will be distributed. Pre Authenticated reports can upload to the RIS with a status of “Preliminary”. Once the Radiologist signs the report it can upload again with a status of “Final”. Report distribution will be handled through the RIS system.

Standard PACS Integrated Workflow

Please refer to the PACS integration white paper applicable to PACS VENDOR integration details.

Resident - Attending Workflow

A resident workflow is required. The resident selects an order from the SpeechQ for Radiology worklist to read. S/he then begins dictating the report. Transcription occurs immediately as the report is dictated. The resident either edits the report as it is being dictated, or once the dictation is finished.

Once the resident is finished dictating the report, two options are available: The resident may submit the report for approval. This places the report into the appropriate attending work pool for review and sign-off. The resident may send the report for transcription. The document will automatically be queued for transcription. Once the document is edited by a medical editor, it will be placed into the appropriate attending physician work pool for final authentication.

The attending radiologist may review the report and make necessary corrections as required. Upon sign-off by the attending physician, the report is uploaded to the RIS system for distribution and storage.

Plain films associated with RIS

Plain films will be read at LAC/USC and Roybal, Hudson, and El Monte (the comprehensive health care centers associated with LAC USC). Bar code microphones will be used for plain film.

Plain film will also be read Long Beach, but they have no bar coding ability, so providers will be required to pick orders from the SQR internal work list.

PACS Images not associated with RIS

There will be no PACS images read without an associated order from Affinity. –

Mammography

Mammography studies will not be dictated using SpeechQ for Radiology.

Addendums

The addendum process is no different than normal workflow with the exception that the radiologist will be prompted to confirm the creation of an addendum.

When the addendum is uploaded to the RIS system, only the addendum text OR the original text and the addendum text dictated as a part of the addendum can be uploaded. Orders and results are purged from the SpeechQ for radiology system after a configurable period and original reports may not be available for dictation of an addendum after that purge.

Assumptions and Risks

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed at the Initiation of the project. These include, but are not limited to:

Assumptions

- The MedQuist Project Manager will manage the project according to generally accepted industry best-practices along with the MedQuist Implementation Methodology.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both MedQuist and the Customer. Changes may affect the project schedule, time line, and go live dates.
- The Customer will work cohesively with the MedQuist Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third party vendors of the Customer.
- Organizational or technical changes that come out of the project will be managed by the Customer.
- Authors should expect up to four to six hours of time spent training on the application. This training includes introduction to the application, enrolling the author, the initial reading of text to begin building the voice profile and reviewing the guidelines for successful editing. The start of this training should be prior to using the application for production but then moves to production use with the training resource readily available for assistance.
- Auto Texts will be implemented prior to go live.

Risks

- Any Customer infrastructure changes may impact the project time line.
- External systems contributing data to the solution through interfaces may require configuration by the third party vendor. The timeliness of that participation is up to the Customer and may affect the schedule or time line of the project.
- SpeechQ for Radiology brings change and improvement to the report creation process. Physician acceptance is key to the success of the project. SpeechQ for Radiology offers flexibility for the author workflows that include editing and authentication at the time of exam reading or speech recognition assisted correction prior to authentication. Cooperation between MedQuist and the customer resources will produce optimized workflow and the highest level of project success.

Project Implementation Summary

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at prevailing time and material rates.

SpeechQ Summary of Services		
Standard Services		
Project Management Services		Yes
Project Initiation Meeting		Yes
Pre-implementation Discovery and Analysis		Yes
Project Scope Document		Yes
Life Cycle Testing		4 Days
Go-live Support		13 Days
Post Go-Live Support		3 Days
System Configuration		
Organizational Units		8 Units
Client Workstation Setup	Up to 104 Workstations	
User Profile Configuration	Up to 225 Users	
Resident Workflow Configuration	Up to 60 Residents	
Work type Configuration	Up to 9 Worktypes	
Building of System Auto-Texts	Up to 80 Auto-texts	
Non-Standard Radiology Workflows	None Included	
Test Environment	Included	
Telephony Review Server	Not Included	
Interfaces		
Standard Orders Interfaces	1 Orders Interface	
Standard ADT Interface	None	
Standard Document Upload Interface	1 Results Interface	
Custom Inbound or Outbound Interface	None	
Integration Services		
PACS Integrated Workstations	Up to 100 Workstations	
PACS Vendor	FUJI Synapse	
Training Services		
	Students	Delivery Method
MQ-201 - SpeechQ for Medical Editors	5	Classroom Training
MQ-203 - SpeechQ for Document Authors	220	Personal Training
MQ-208 - SpeechQ for Workflow Admin	8	Personal Training
MQ-207 - SpeechQ for System Admin	8	Personal Training
MQ-209 - SpeechQ Train the Trainer	10	Onsite at LA County
* 115 Onsite Instructor Days are included in this quote		
* Training resources scheduled during or after implementation will incur daily charges at prevailing rates.		
Implementation and Professional Services		
Implementation Services	\$	178,260.00
Training Services	\$	212,400.00
Total	\$	390,660.00
Implementation Services Discount	\$	156,264.00
* Total Implementation Services	\$	234,396.00

* Implementation Services only. Does not include reasonable travel expenses

Quote valid until 7/4/2011

The implementation costs listed here are included in the transactional pricing as indicated in the contract.

EMERGENCY, UNANTICIPATED EXPENSES

Reimbursable expenses shall not exceed \$15,000. Reimbursable expenses shall include the actual expenditures made or incurred by CONSULTANT in the performance of services under this Contract due to emergency and unanticipated events. Reimbursable expenses shall be passed through without mark-up, and reimbursement expenses shall be in accordance with County's Travel Reimbursement Guidelines in effect February 1, 2011, as set forth in Exhibit O. Expenses will include, and shall be limited to the following: only those emergency and unanticipated expenses required in completing the services described in the Exhibit C Project Implementation: Statement of Work.

Contact Information

Customer Personnel Name	Title	Phone	Email Address
Steven M. Hernandez, Esq.	Section Manager Contracts and Grants	213-240-7826	sternandez@dhs.lacounty.gov
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Robert Brill	National V.P Sales	267.940.5760	RBrill@medquist.com
Jake MacWilliamson	Project Director	615-798-1113	jmacwilliamson@medquist.com
Brad Morrison	V.P Western Region	267.940.5772	BMorrison@medquist.com

CONTRACTOR'S EEO CERTIFICATIONMedQuist Transcription LTD

Contractor Name

Address: 9009 Carothers Parkway, Suite C-2Franklin, TN 3706798-0676666

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

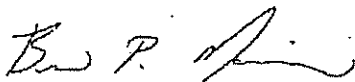
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|-------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes X | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes X | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes X | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes X | No <input type="checkbox"/> |

Brad Morrison – Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

6-02-11
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

FACILITY'S PROJECT DIRECTOR:

Name: Gregory Polk

Title: Administrative Deputy

Address: 313 N. Figueroa Street, Los Angeles, CA 90012

Telephone: (213) 240-8124 Facsimile: (213) 250-2958

E-Mail Address: gpolk@dhs.lacounty.gov

FACILITY'S PROJECT MANAGER:

Name: TBD

Title: TBD _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

FACILITY'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: MedQuist

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Jake MacWilliamson
Title: Project Director, PMP
Address: 9009 Carothers Parkway, Suite C-2
Franklin, TN 37067
Telephone: 615-798-1113
Facsimile: 855-220-3212
E-Mail Address: jmacwilliamson@medquist.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Brad Morrison
Title: Region Vice President - West
Address: 9009 Carothers Parkway, Suite C-2
Franklin, TN 37067
Telephone: 267-940-5772
Facsimile: 855-220-3217
E-Mail Address: b Morrison@medquist.com

Name: Tia Phillips
Title: Account Manager
Address: 9009 Carothers Parkway, Suite C-2
Franklin, TN 37067
Telephone: 267-535-7535
Facsimile: 855.220.3175
E-Mail Address: tphillips@medquist.com

Notices to Contractor shall be sent to the following:

Name: Mark Sullivan with a CC to Brad Morrison (info above)
Title: General Counsel & Chief Compliance Officer
Address: 9009 Carothers Parkway, Suite C-2
Franklin, TN 37067
Telephone: 856-206-4210
Facsimile: 856-206-4211
E-Mail Address: _____

EXHIBIT G

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

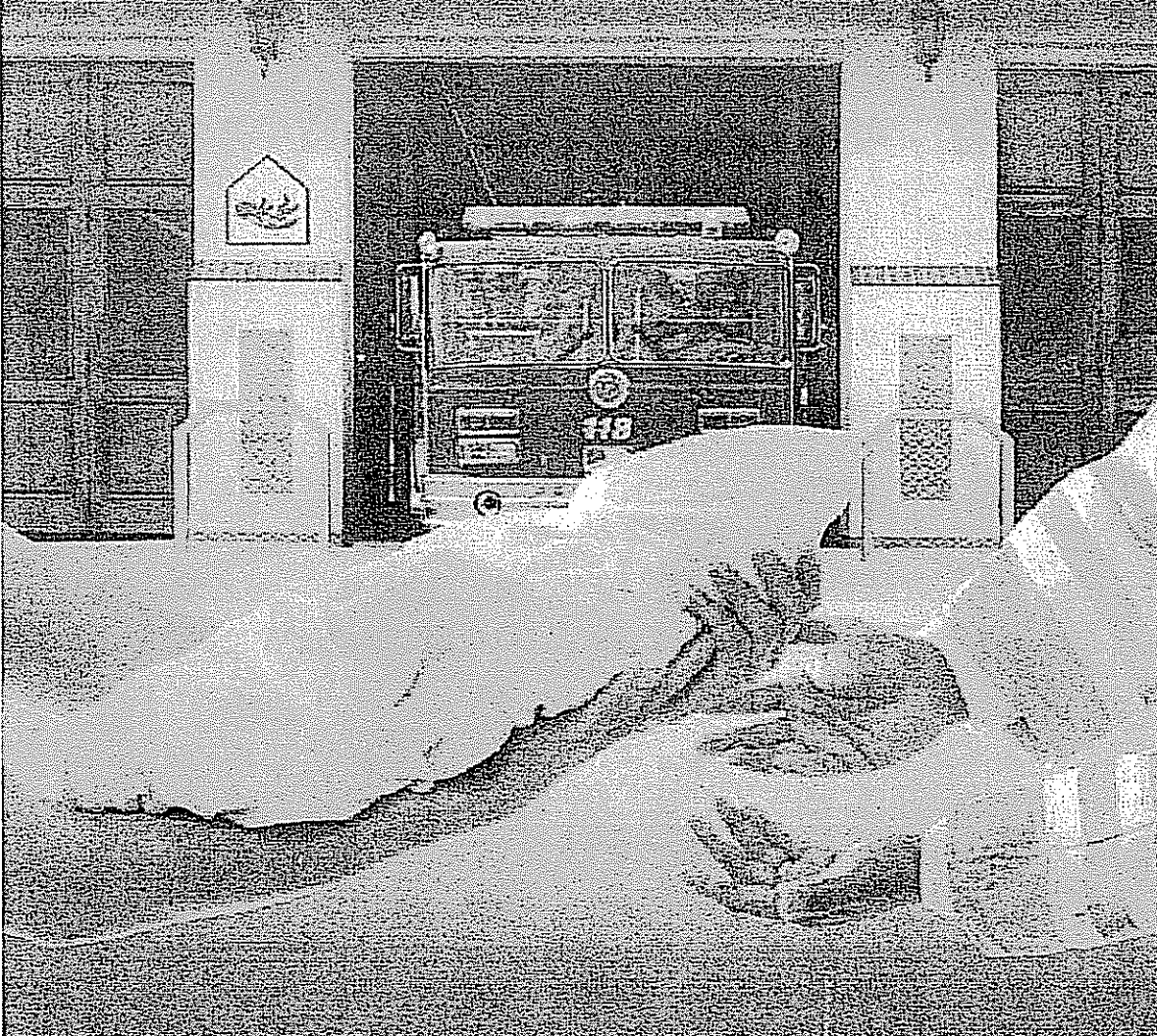
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.


If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-800-222-9724
www.babysafe.org



In Los Angeles County, 1-877-BABY-SAFE 1-877-224-9722

www.babysafelaw.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

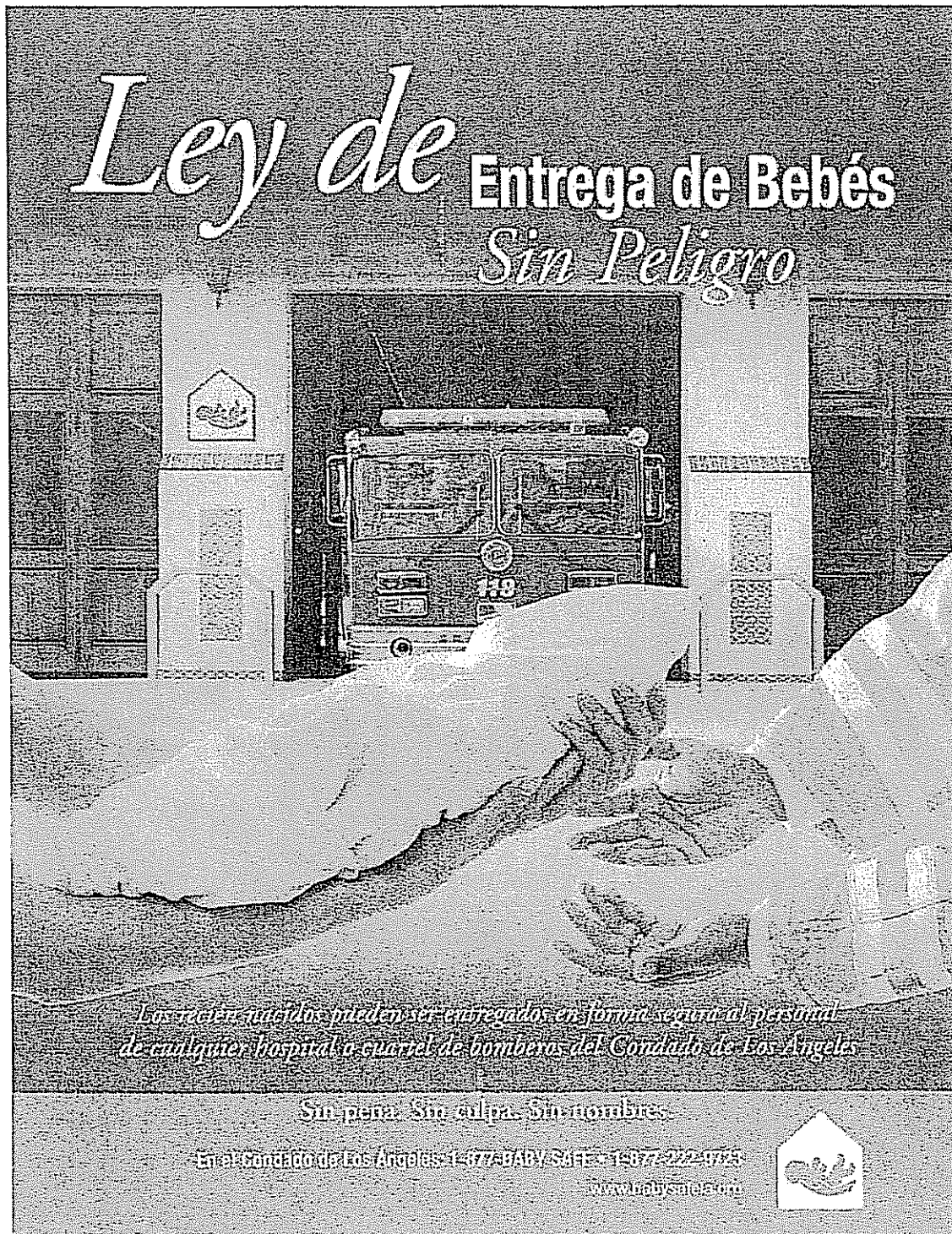
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723
www.babysafe.org



En el Condado de Los Angeles: 1-800-DAB-SAFE o 1-877-222-4722

www.dab-safe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, ayúdalo que tiene otras opciones. El primer día (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

BUSINESS ASSOCIATE AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information.
Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information.
Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) 711-5366.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information



Exhibit K

[illegible]

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

EXHIBIT L

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B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

EXHIBIT L

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D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

ADDITIONAL END USER LICENSE TERMS for MEDQUIST 'Branded' SOFTWARE
MedQuist Transcriptions, Ltd.

THIS END USER LICENSE AGREEMENT ("EULA") is between MEDQUIST TRASCRIPTIONS, LTD. ("MedQuist"), having a business address of 9009 Carothers Parkway, Suite C-2, Franklin, TN 37067, and CUSTOMER.

1. DEFINITIONS.

- a) "Software" shall mean separate MedQuist 'branded' computer programs, (whether or not included within or separately from any data processing unit), provided now or later by MedQuist, its parent, subsidiaries, or affiliates and not otherwise so provided under a separate license agreement, which can be read and used directly by a machine or device, and shall include without limitation, data, instructions, and media. "Non-branded Software" shall mean Software bearing a trademark other than MedQuist's.
- b) "Documentation" shall mean the separate MedQuist 'branded' operator, user, or installation instruction sets, provided now or later, and in whatever form, by MedQuist, its parent, subsidiaries, or affiliates and not otherwise provided under a separate license agreement. "Non-branded Documentation" shall mean Documentation bearing a trademark other than MedQuist's.
- c) "Authorized Users" are those employees and contractors of Customer who are permitted access to the Software and Documentation subject to the terms and restrictions contained in this EULA.

2. LICENSE OF RIGHT.

- a) Customer is granted a non-exclusive, non-assignable, non-transferable, revocable license of right to use and display the Software only in data processors which are in Customer's exclusive possession and designated by Customer for such use in its internal business.
- b) Customer is granted a non-exclusive, non-assignable, non-transferable, revocable license of right to use the Documentation only in direct connection with such Software use and display, internally in its own business.
- c) The scope of the license for the Software and Documentation shall be designated as one of the following: (i) workstation Based authorizing Customer to use the Software and Documentation only on the identified workstation provided that the Software and Documentation may be used on a replacement workstation upon written notice to MedQuist; (ii) concurrent use limiting Customer's use of the Software and Documentation to a specific number of concurrent users; or (iii) named use limiting Customer's use of the Software and Documentation to a specific number of identified users provided that Customer may replace existing named users with different named users upon notice and consent of MedQuist.
- d) Any right not expressly granted by MedQuist to Customer in the Software and Documentation is hereby expressly reserved by MedQuist.

3. OWNERSHIP.

- a) Customer acknowledges that the Software and Documentation, including without limitation all ideas, procedures, processes, systems, methods of operation, concepts, principles, discoveries, and inventions, are the exclusive property of MedQuist or its licensors and acknowledges their exclusive rights to the application, manufacture, development, use, display, reproduction, modification, sublicense, resell and transfer of the Software and Documentation and to all worldwide patent and copyright rights to and in the Software or Documentation. Customer shall not prepare a derivative work or a compilation from such Software or Documentation, or modify, combine, or copy the Software or Documentation in any manner, including without limitation decompiling, disassembling or reverse engineer the Software or Documentation, in whole or part, in any form or in any manner, unless expressly permitted in writing by MedQuist. The sole exception allowed is the copying of the Software or Documentation when loading the Software or Documentation within the internal memory of Customer's data processor when such is an essential step in the utilization of the Software or Documentation in conjunction with such data processor. No other manner of copying is permitted. Customer shall reproduce and include all copyright notices provided with the Software or Documentation on all copies, compilations, or derivative works of the Software or Documentation produced by the Customer, as may be authorized under this Paragraph 3.
- b) Customer acknowledges the proprietary rights in the trademarks shown on the Software and Documentation delivered to the Customer, and Customer shall deal with and treat such trademarks according to applicable trademark law.
- c) Customer shall limit access to the Software or Documentation to Authorized Users. Customer shall advise such Authorized Users of the terms of this EULA and shall take all necessary steps to ensure compliance with the EULA terms, by such Authorized Users. Customer is not authorized to share the license set forth

hereunder with any third party entities without the express written permission of MedQuist. Customer shall be fully liable to the extent that the terms of this EULA are breached by any Authorized Users, employees or third party service providers.

- d) Customer agrees to keep the Software and Documentation at the location(s) of its designated data processors, as set forth in Paragraph 2 above. Customer agrees to return the Software or Documentation delivered by MedQuist under this EULA immediately upon Customer relinquishing possession of any of said data processors, except to the extent that the Software or Documentation has been transferred to replacement data processors possessed by Customer or to third parties in accordance with Paragraph 5 below.
4. **ASSIGNMENT.** This EULA is not assignable by Customer unless permitted in writing by MedQuist and any attempt at assignment without such permission shall be void.



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

WENDY L. WATANABE
AUDITOR-CONTROLLER

MARIA M. OMS
CHIEF DEPUTY

ADDRESS ALL CORRESPONDENCE TO:
DISBURSEMENTS DIVISION
GENERAL CLAIMS SECTION
500 W. TEMPLE ST., ROOM 502
LOS ANGELES, CA 90012-3873

January 28, 2011

TO: ALL ADMINISTRATIVE DEPUTIES

FROM: Connie K. Chung *CKC*
Division Chief
Disbursements Division

SUBJECT: TRAVEL EXPENSE REIMBURSEMENTS EFFECTIVE
FEBRUARY 1, 2011

Section 5.40.095 of the County Code requires an annual adjustment of maximum travel, meal, lodging and incidental expense reimbursement rates based on annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics. This section also stipulates that the annual percentage change in the CPI during the preceding calendar year must exceed 3% to cause a rate adjustment. If the percentage change is less than 3%, then the percentage change shall be accumulated with the percentage change in the following year(s) until such time the cumulative percentage change exceeds 3%. Adjustments are then made to reflect the total cumulative percentage change.

As of December 2010, the cumulative annual percentage change in the CPI is as follows:

<u>Calendar Year</u>	<u>Annual % Change</u>	<u>Cumulative % Change</u>
January 2008 - December 2008	0.1%	0.1%
January 2009 - December 2009	2.7%	2.8%
January 2010 - December 2010	1.5%	4.3%

The cumulative annual percentage change of 4.3% now exceeds the 3% threshold required for a rate adjustment. Therefore, the adjusted maximum reimbursable amounts for lodging and meals incurred on or after February 1, 2011 through January 31, 2012 are as follows:

Lodging: \$200.25 plus corresponding taxes included on the receipt for a single occupancy hotel accommodation upon presentation of the receipt to the travel coordinator of your department.

Meals: \$12.00 breakfast, \$15.75 lunch and \$39.00 dinner, or not exceed \$66.75 per day when three meals are purchased any one day.

The allowance for incidental expense for travel to certain capital and primary cities is:

Sacramento	\$13.75 per day
Atlanta, Boston, Chicago, Dallas, Detroit, Houston, New York, Phoenix, Philadelphia, San Francisco, Seattle, Miami, and Washington D.C.	\$ 70.25 per day

Incidental expense is only **claimable to the extent incurred**, and not claimable for travel to any other city, unless approved by the Auditor-Controller or Chief Executive Officer. Additionally, incidental expense can only be claimed if the business conducted required presence in these cities.

Furthermore, each claim for incidental expense allowance shall be reviewed and approved on its own merits. Spending amounts greater than the normal reimbursement amounts is not sufficient justification for approval of a claim. Generally, employees must demonstrate that increased expenses were unavoidable or necessary for the efficient conduct of business. It is the employee's responsibility to provide reasonable information to support his or her claim for the incidental expense allowance.

The daily amounts recommended for airport parking (receipt required) is listed on Attachment "A".

Reimbursement for Porterage is \$1.00 per day.

New Mileage Rate

Effective January 1, 2011 the mileage reimbursement rate is \$0.475 (47.5 cents) per mile for all miles driven. This rate applies to all County employees, represented and non-represented, who drive their own vehicles on County business.

If you have any questions, please contact Anthony Kim at (213) 974-8402.

CC:AK:sg

H:\Annual Travel Reimbursement Letters\Travel Reimbursement 2011

Attachment

c: Fiscal Officers
A-C's Executive Management
File

AIRPORT LONG TERM PARKING INFORMATION
as of January 28, 2011

LAX (LOS ANGELES AIRPORT)

(310) 646-2911

New South Parking

251 World Way

Los Angeles, CA 90045

Lot B

Closed

Lot C

\$12.00/Day

BURBANK-BURBANK AIRPORT AUTHORITY

(818) 840-8838

Central Parking Systems

2627 Hollywood Way

Burbank, CA 91505

Lots A, B and C

\$ 9.00/Day

Lot D

\$11.00/Day

LONG BEACH AIRPORT

(562) 425-9665

AMPCO System Parking

4103 Donald Douglas Drive

Long Beach, CA 90808

Lot A

\$17.00/Day

Lot D

\$11.00/Day

ONTARIO AIRPORT

(909) 937-1240

Parking Company of America

Ontario, CA 91716

Lot 3

Closed

Lot 5

\$ 9.00/Day

JOHN WAYNE (ORANGE COUNTY) AIRPORT

(949) 252-6260

Parking Concepts

18601 Airport Way

Santa Ana, CA 92707

Lot C

\$17.00/Day

Main Street Parking Lot

\$14.00/Day

Contract No. 72144

MEDICAL SERVICES TRANSCRIPTION AGREEMENT

Amendment No. 12

THIS AMENDMENT is made and entered into this 14th day of
June, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

AEGIS RAPIDTEXT, INC.
(hereafter "Contractor")

WHEREAS, on June 9, 1999, County and Aegis Rapidtext, Inc.
(Aegis) entered into a "MEDICAL TRANSCRIPTION SERVICES AGREEMENT"
for the provision of medical transcription services, further
identified as County Agreement No. 72144 and any Amendments thereto
(all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend the term for medical transcription services
scheduled to expire on June 30, 2011 for three (3) months on a
month-to-month basis through September 30, 2011 and thereafter on a
month-to-month basis for 3 months through December 31, 2011.

72144
Supplement No. 10

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2011.

2. This Amendment extends the term of the Agreement for three (3) months on a month-to-month basis effective July 1, 2010 through September 30, 2011 and thereafter on a month-to-month basis through December 31, 2011 under the same rate and provisions as set forth in the Agreement. All provisions of the Agreement in effect on June 30, 2011 shall remain in effect for the extension period.

Contractor shall be compensated according to the same payment provisions and same rate(s) specified for the initial term of the Agreement.

1. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

COUNTY OF LOS ANGELES

By Mike Antonovich
MAYOR, BOARD OF SUPERVISORS

By Benjamin Zavala
Deputy

AEGIS RAPIDTEXT, INC.
Contractor

By P. H. K.
Signature

Peter Phan
Print Name

Title Secretary
(AFFIX CORPORATE SEAL)



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors

By Benjamin Zavala
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

By Stephanie Ann Smith
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26

JUN 14 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER